

GENERAL TERMS AND CONDITIONS OF AN AGREEMENT FOR THE PROVISION OF SELF-DRIVE CAR RENTAL SERVICES WITH PRIOR RESERVATION

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Preamble

BLUE SOSTENIBLE S.L. with registered address in Calle Sagasta 27, Bajo Local 2A B, 28001 Madrid, with VAT number B-86038064, and registered in Registro

Mercantil de Madrid, Tomo 28196, Folio 174 Sección 8ª, Hoja M-507.868, operating under its trademark BLUEMOVE and trademark UBEEQO, hereinafter identified as “**UBEEQO**”, offers its members a self-drive car rental service subject to prior reservation, for a number of hours or longer periods as agreed. Becoming a member requires the recognition and acceptance of these general Terms and conditions when registering.

These general Terms and conditions guarantee the proper operation of the service by all members of the UBEEQO user community. The user must respect both the booked vehicle and other users, as well as UBEEQO interests, and must therefore scrupulously comply with the provisions contained herein. The user's responsibility for picking-up and returning the booked vehicle in the place and at the time agreed with UBEEQO is particularly important.

After accepting these general Terms and conditions and carrying out then necessary steps to formalise registration and activation of the account with UBEEQO, the user may book, for a time not less than one (1) hour, the chosen vehicle - subject to availability - and use it. Reservations may be made through the UBEEQO website or through the UBEEQO mobile application.

Definition of Concepts

Customer	natural or legal person on behalf of whom the UBEEQO registration form is completed and who accepts the general Terms and conditions of the service. The billing data derived from the activity in UBEEQO shall match the data of the customer, who may or may not be a UBEEQO user
User	An individual who, after completing the UBEEQO form and accepting the general Terms and conditions, has the required capacity to rent and make use of any of the UBEEQO mobility services.

Premium user	Special condition for users who pay a fee, have accumulated three (3) or more uses and whose user status has remained activated for more than three (3) months. The Premium user status gives the user certain advantages, access to exclusive services, offers, etc.
Blue Card / Smartcard	Personal and non-transferable Smartcard held by each of the users enabling them to open and close previously booked UBEEQO vehicles. Any other similar card accepted by UBEEQO may have BlueCard/Smartcard features.
Reservation	Contracting that refers to the time the user is entitled to use the vehicle.
Use	Action of picking-up, using and returning any previously booked UBEEQO vehicle. Uses may not exceed the reservation period.
Carsharing service	Car rental service to be invoiced based on quarter-hour fractions plus mileage travelled. The minimum reservation for the carsharing service is one (1) hour. All users with an activated account will be able to access this service through the UBEEQO website or mobile application.
Long Distance service	Car rental service to be billed based on days plus mileage. The minimum reservation shall be one (1) day and the minimum mileage shall be four hundred (400) kilometers, which shall be invoiced regardless of whether it has been entirely consumed or not.

C o r p o r a t e Carsharing Service	Car rental service related to vehicles exclusively reserved for the use of a particular organisation or company. The General Terms and conditions may be amended or supplemented by other special conditions, by virtue of the agreement between UBEEQO and the organisation or company to which the service is provided.
Bluebook (only in case of the vehicle l a b e l e d b y BLUEMOVE mark)	Manual included in every UBEEQO vehicle which explains the basic instructions of the service, particular details and documentation of the vehicle, as well as a record of all known damage to the vehicle.
Accessories	Any equipment that allows access to and full use of the vehicle, as well as to the accessories provided by UBEEQO, where appropriate. Without limitation, the following are considered accessories: the car keys and corresponding keyring, card reader, on-board computer, radio, antenna, MP3 cable, GPS, child-safety seat, chains, pet carrier, vehicle insurance certificate, copy of the vehicle permit, accident report papers, Bluebook, vehicle manual, car mats, spare wheel or repair kit, tool box, trunk tray, safety vest, signaling triangles, fuel card, parking access card(s) and electric vehicle charging cable.

Provisions

1. Conditions for registering with UBEEQO

- 1.1. To execute the UBEEQO registration agreement, the customer and/or user shall do the following:

- A. Complete the registration form and accept the general terms and conditions through the UBEEQO website or mobile application.
- B. Be, at least, 20 years old.
- C. Attach a copy of their driver's license, which must be valid in Spain, be in effect and with the number of points needed to be able to drive. Driving licences of the member states of the European Union are valid in Spain, as well as those of alien states which conform to the following conditions:
 - a. National licences of other countries which are issued pursuant to Annex 9 of the International Geneva Convention of the 19th of September 1949 or in accordance with Annex 6 to the International Vienna Convention of the 8th of November 1968.
 - b. National licences of other countries when written in Spanish or accompanied by an official translation.
 - c. International licences issued abroad in accordance with Annex 10 of the I. Geneva Convention, Annex 7 of the I. Vienna Convention mentioned above or Annex E of the Paris Convention of the 24th of April 1926.
 - d. Those recognised in bilateral agreements to which Spain is party according to the conditions indicated therein.

All the above groups shall also meet the following requirements:

- a. That the permit in question is in effect.
- b. That the holder is of the minimum age required in Spain for the relevant permit.
- c. That 6 months or more have not elapsed since the holder acquired their normal residence in Spain; if not acquired, the six-month period shall be counted from the date the subject legally entered Spain, for which

UBEEQO may request any supporting document. After the six-month period, all the permits mentioned shall expire and the holder must obtain a Spanish permit in accordance with the relevant requirements and passing the corresponding tests.

Where after execution of the agreement and during its term, the driver's license expires due to expiry of the user's residence in Spain or for any other reason, the customer shall be liable for any administrative sanctions arising from the incorrect identification made by UBEEQO in the event of a fine, despite imposition of the sanction on UBEEQO being jointly and severally liable.

Temporary permits are not accepted by UBEEQO, even when admitted by the General Directorate of Traffic. Information relating to the user's driving license shall be kept for a period of two (2) years in order to protect UBEEQO's legitimate interests and to cover any liability of the user, even if the user has exercised his / her right of rectification and cancellation, regulated by the Organic Law 15/1999, of the 13th of December, on the Protection of Personal.

- D. Attach a copy of their National Identification/Foreign Person Identification document and/or passport, being valid and in effect. The user acknowledges and guarantees that the submitted documentation matches the details entered in the registration form.

Information relating to the user's National Identification document, Foreign Person Identification document and/or passport shall be kept for a period of two (2) years in order to protect UBEEQO's legitimate interests and to cover any liability of the user, even if the user has exercised his / her right of rectification and cancellation, regulated by the Organic Law 15/1999, of the 13th of December, on the Protection of Personal.

- E. Attach a photo clearly showing their face and accompanied by a document certifying their identity.

- F. Register a credit or debit card for payment of use of the service in their personal UBEEQO account. The full card details shall never be accessible by UBEEQO. The system has the safety guarantees required by the EU on electronic commerce.

When the payment card is registered, the system shall proceed to withdraw a deposit of a small amount of money as a protocol to verify its validity. Within a period not exceeding thirty (30) days, that amount shall be automatically refunded, without charging any expenses to the user/customer.

In case the customer's details fail to match those of the payment card, the customer shall be solely liable for any eventual administrative, civil or criminal actions that may derive therefrom.

- G. Enclose a document certifying the customer's status as holder of the bank account where invoices are payable to UBEEQO by direct debit, solely in the exceptional case of agreeing the form of payment by direct debit with UBEEQO and under the conditions set at the discretion of UBEEQO.

- 1.2. The form completed by the customer will suffice as proof of the contractual commitment.
- 1.3. The user and/or customer warrants that the documents provided to UBEEQO are true and accurate. UBEEQO reserves the right to verify the documents and to suspend or terminate the contract when it suspects that documents have been tampered with, forged or are untruthful. Likewise, UBEEQO reserves the right to refuse registration or suspend a contract if it considers that the interests of the company or of the user community can be damaged.
- 1.4. After execution of the agreement and during its term, the user must inform UBEEQO within fifteen (15) calendar days, of expiration or temporary or definitive suspension of their driver's license. Failure to do so shall render the user directly and solely liable for any damages or losses that may be caused to UBEEQO or to third parties.

1.5. Likewise, the user and/or customer must immediately report to UBEEQO , and at most within fifteen (15) calendar days, any modification of numbering, address or category, that affects their identity documents and driving licence, as well as those they wish to add or which may affect the direct debit of the payment to UBEEQO or, where appropriate, the credit card(s) to which such payments are debited.

1.6. To unsubscribe from the service, it will be enough for the user or client, to communicate it in writing to UBEEQO through an email to info.es@ubeeqo.com or by postal mail to any of the offices of UBEEQO. UBEEQO reserves the right to suspend or terminate an account if it considers that it may harm the interests of the company without prior notification of the user or the client.

2. Terms of use of the BlueCard/Smartcard

2.1. At the time of executing the contract or, failing this, in the following days, the user must associate to his/her account a BlueCard/Smartcard that identifies them as a UBEEQO user and allows them access to the previously booked vehicles. Where preferred by the user, the BlueCard/Smartcard can be replaced by a similar Smartcard, provided that it is approved by UBEEQO.

2.2. The BlueCard/Smartcard is owned by UBEEQO and, once assigned to a user, it is personal and non-transferrable.

2.3. The BlueCard/Smartcard can be purchased at any of the distribution points associated with UBEEQO and collected on the website or mobile application. You can also request your shipment to the postal address indicated by the user and / or customer. In any of the cases, in order to obtain the BlueCard/Smartcard, the user must pay the charge indicated in ANNEX I of these General Terms & Conditions.

2.4. The customer shall be liable to UBEEQO for the misuse or negligent use of the BlueCard/Smartcard. UBEEQO reserves the right to disable the BlueCard/Smartcard in the event of non-fulfilment of any of the obligations that the user and/or customer undertake and accept in this agreement, and particularly in the event of non-payment.

3. Vehicle Reservation

- 3.1. In order to access any UBEEQO vehicle, the user must book it in advance.
- 3.2. The customer or user may book the vehicle 24 hours a day through the UBEEQO Web page and mobile application. This requires the username and password.
- 3.3. Car-sharing services may be booked for minimum periods of one (1) hour, with additional minimum fractions of fifteen (15) minutes, and a maximum duration of sixty (60) hours in total. Long-distance reservations may be made for minimum periods of one (1) day, with additional minimum fractions of fifteen (15) minutes, and for a minimum travel distance of four hundred (400) kilometers.
- 3.4. The user is only entitled to use the booked vehicle during the reservation period, so they must calculate the duration carefully and accurately.
- 3.5. The period of use of the booked vehicle shall cover from the time reservation commences (coinciding or not with the time of the effective vehicle pick-up by the user) until the time the vehicle is returned at the same pick-up point.
- 3.6. Calculation of vehicle mileage shall take into account the time of use and not the reservation period.
- 3.7. Once the reservation has been made, the customer or user may modify or cancel it through the UBEEQO website or mobile application provided that the following requirements are met:
 - A. Cancellations: Carsharing (CS) reservations may be cancelled up to two (2) hours before it starts. Cancellation shall not involve any charge. For long-distance (LD) reservations, cancellation without penalty must be made two (2) days before the start date.

- B. Early return: The reservation period may be reduced up to thirty (30) minutes before it starts. Early return shall not involve any charge. This same criterion shall apply to both car-sharing (CS) and long-distance (LD) reservations.
- C. Extension: The reservation period may be extended up to thirty (30) minutes before it ends, provided that the car is available. Extension of the reservation shall not involve any charge as such, although the extra time shall be charged.

3.8. In the event that the time of use of the car exceeds the reservation period, the surcharge indicated in Annex I shall apply.

3.9. UBEEQO shall always confirm the reservation, as well as its cancellation, early return or extension, by means of an email and/or SMS to the user or customer in the shortest possible time. The email shall include information about the booked vehicle, the pick-up place and the reservation schedule. The user must verify receipt of the reservation email and/or SMS, and confirm that the details contained therein (schedule, vehicle, parking, etc.) are correct.

4. General limitations on vehicle use by the user.

4.1. UBEEQO vehicles may only be used by the user in accordance with the vehicle-specific purposes and conditions based on its characteristics and nature. The customer shall be personally liable (notwithstanding their right to claim where appropriate against the user authorised) for any vehicle use for purposes or under conditions other than those typically related, including in such liability the possible loss of insurance coverage contracted by UBEEQO for all vehicles.

4.2. In particular, and by way of example, no vehicle may be used:

- A. In an overloaded condition (overload of persons or objects) with regard to the maximum load set by the manufacturer.
- B. For the traction of any other vehicle, either to push it, to move it or to tow it.
- C. To transport hazardous or illegal products.

- D. To transport, consume or trade narcotic substances.
 - E. For the remunerated transportation of passengers or goods.
 - F. To drive in places other than those officially intended for ordinary road traffic (e.g. trails, mountain tracks or racing circuits).
 - G. For teaching purposes (in particular, to give any third-party driving lessons).
 - H. In sporting competitions, demonstrations and/or events or shows of any kind without the specific and written approval of UBEEQO.
 - I. Outside the boundaries of the Spanish national territory without express authorization of UBEEQO.
5. Pick-up and start-up of the booked vehicle and some elementary indications for use.
- 5.1. The user must collect the booked vehicle at the place indicated in the reservation confirmation, returning the vehicle to the same place at the end of use.
 - 5.2. If the vehicle is not made available to the user at the place and time set in the reservation confirmation, either due to delay in its return by the previous user or due to any other reason, they shall immediately notify UBEEQO via the telephone helpline. If the user concerned has to travel to another place for pick-up, UBEEQO may choose to make the required means of transport available or to take care of the expenses of such transport upon submission of the relevant receipt by the customer. In any case, the customer shall not be able to make a claim against UBEEQO for of any kind of liability, beyond the refund of the payment made for UBEEQO services ultimately not rendered.
 - 5.3. Before starting the vehicle, and in their own interest, users must check the condition of the vehicle and its accessories, both outside and inside. If any anomaly, malfunction or damage is detected, this must be reported according to the explanatory instructions available in the

Bluebook of each vehicle. This shall prevent any possible liability for such anomalies, malfunctions or damage.

- 5.4. The car shall be equipped with a system that allows it to exit and enter the car park in which it is located. If necessary, the description of its operation is explained on a sticker located on the outside of the driver's sunshield. The use of tickets to enter or leave without due cause and prior authorisation by UBEEQO may entail the relevant penalty specified in Annex I.
- 5.5. During the time of use of the booked vehicle, the user must leave it locked whenever getting out, using the car keys and not the BlueCard/ Smartcard.
- 5.6. The user must take special care when returning the vehicle, observing both the time and the place of drop-off and the proper condition thereof, in order to not affect other users. Otherwise, UBEEQO shall be entitled to apply the surcharges listed in Annex I.
- 5.7. UBEEQO shall take care of cleaning the vehicles on a regular basis and of the maintenance operations according to the manufacturer's recommendations. Where during the hire, the vehicle gets dirty inside or outside more than is reasonably expected due to its normal use, the user must carry out suitable cleaning before returning it. Failure to do so shall entail for the customer payment of the surcharge indicated in Annex I.
- 5.8. Notwithstanding the above, and in order to avoid major damage in the vehicle, the user is obliged to verify that the condition of the car at the time of pick-up guarantees operational and road safety. In cases of long-distance travel, the user must periodically check the operating fluids and the pressure of the tyres and, if necessary, make suitable adjustments.
- 5.9. The user must stop immediately if a light of the control panel comes on and contact UBEEQO to assess whether to continue using the vehicle.
- 5.10. The passenger airbag shall not be disabled unless travelling with a child seat. At the end of the hire, the user shall be responsible for re-enabling the airbag.

5.11. The customer may authorise a third party other than the reservation holder to drive the reserved car, only for long-distance reservations (LD). To do this, send the authorisation document available in Annex II, duly completed, signed and dated, undertaking all the limitations and responsibilities detailed therein to info.es@ubeeqo.com. In addition to complying with the terms contained in the authorisation document, for a third party other than the reservation holder to be able to drive any UBEEQO vehicle, they must be a UBEEQO user.

5.12. UBEEQO makes an emergency or accident hotline available to users. Use of this emergency line for cases not considered as such by UBEEQO shall result in payment of the surcharge stated in Annex I.

6. Fuel

6.1. The fuel is included in the service price.

6.2. To refuel, the user may use the card located in the glove compartment of the vehicle. After refueling, the user shall pay with that card and return it to its original location.

6.3. The fuel card may only be used to refuel the vehicle to which it belongs. No other payment or the refueling of a different vehicle is authorised. Failure to comply with this obligation shall result in payment of the surcharge stated in Annex I.

6.4. If the fuel card is not in the glove compartment, or a technical problem prevents its use, the customer shall pay for the fuel and send the relevant receipt for refund by UBEEQO. Only receipts specifying the quantity and type of fuel supplied, the date of supply and amount paid, in addition to the vehicle licence plate, shall be considered valid.

6.5. The fuel card may only be used in service stations in Spain and Andorra belonging to the network of the card issuer (Solred). If the user refuels in a petrol station not belonging to this network (Repsol, CAMPSA or Petronor), UBEEQO shall refund the amount of the receipt, provided it is submitted to BLUMOVE in proper time and form, specifying the quantity and type of fuel supplied, date of supply and amount paid, together with the annotation of the registration plate of the refueled

car. Processing the refund to the customer is subject to the surcharge stated in Annex I.

6.6. Upon completion of the reservation, the user must leave the fuel tank with at least a quarter (1/4) of its capacity. Failure to comply with this obligation shall result in payment of the surcharge stated in Annex I.

6.7. The user is responsible for refueling using fuel suited to the vehicle. In the event of a breach or error, the customer must pay the expense derived from emptying the wrong fuel from the tank, as well as refueling with suitable fuel, repair costs of the vehicle if necessary, transport costs and cost of refueling a full tank, in addition to vehicle immobilization up to a maximum of four (4) days. All such costs, surcharges or penalties are listed in Annex I and shall be duly documented, justified and invoiced by UBEEQO.

7. Accessories

7.1. UBEEQO makes various accessories available to its users such as child-safety seats, chains and carriers for small pets.

7.2. If users wish to use any of these accessories, they must request them by calling 912820915 at least twenty-four (24) hours in advance, from Monday to Thursday, except holidays, and always during business hours.

7.3. When calling, users must specify the accessory they wish to use, the reservation number associated with the use of the accessory, as well as the car park and the pick-up time of the booked vehicle.

7.4. UBEEQO does not guarantee the availability of the accessory or accessories requested and may reject the request.

7.5. UBEEQO shall take care of making the requested accessory available to the user, once the request has been accepted.

7.6. The user is solely responsible for the correct placement of the accessory.

- 7.7. Individuals whose height is 135 centimeters or less travelling in the vehicle must sit properly anchored using the compulsory device standardised according to their weight and height. Otherwise, the user shall be solely liable for the administrative, civil and criminal consequences that may arise.
- 7.8. Any accessory is considered a vehicle accessory. The user is responsible for their proper use, as well as their proper collection and return. Any eventual damage or loss of the accessories, whether due to robbery, theft or loss, entails payment of the relevant surcharge specified in Annex I.
- 7.9. During the hire, in the case of the vehicle getting dirty inside or outside more than is reasonably expected due to its normal use, the user must carry out suitable cleaning before returning it. Failure to do so shall entail the customer's payment of the surcharge indicated in Annex I.
- 7.10. The accessories entail a related cost which is indicated in Annex I.
8. Vehicle insurance, coverage and customer obligations in relation to the insurance.
- 8.1. All vehicles of the UBEEQO Fleet have a comprehensive insurance that, in the event of an accident, covers the compulsory civil liability, the additional civil liability, the personal damage of the driver (provided that the user is the holder of the reservation or is authorised as described in provision 5.8.) and other vehicle occupants and damage to the vehicle itself. Regardless of this, provision 9 of these general terms and conditions regarding Deductibles and customer liability disclaimers will be taken into account.
- 8.2. In each reservation, the vehicle rented by the customer has comprehensive insurance, and a reduction of deductibles may be contracted.
- 8.3. Regardless of the type of insurance and contracted reduction of the deductible, the insurance coverage shall not cover, in any case:
- A. Tire punctures or blowouts in any case.

- B. Damage to the underside, roof, glasses and interior of the vehicle.
- C. Any damage or malfunction caused by vehicle misuse by the driver or any of the occupants, including clutch wear.
- D. Own or third party damages, which the user and/or passengers may suffer due to theft of personal objects left or abandoned inside the vehicle.
- E. Damages to car accessories, whether due to theft or being mislaid.
- F. Own or third party damage resulting from the user driving the vehicle in a manner contrary to traffic, motor vehicle or road safety regulations, especially when driving under the influence of alcohol or any other drug.
- G. Own or third party damage resulting from the user driving the vehicle contravening the limits listed in provision 4.2.
- H. Own or third party damage resulting from the vehicle being driven by a third party who is not an authorised UBEEQO user, in any case, with or without the consent of the customer or user, or if the user leaves the vehicle abandoned.
- I. In any of these cases, the customer (or their representative in the case of a legal person) shall be exclusive and personally liable for any damage to the vehicle, its occupants or any third party, without prejudice to their right to claim against the user to whom the cause of such damages is personally attributable (see Annex I).

8.4. If the user is responsible for accidents involving vehicle immobilisation due to repair, the customer shall be obliged to pay UBEEQO the amount indicated in Annex I. In case there are doubts about the responsibility of the accident, UBEEQO reserves the right to withhold from the customer's payment method the amount of money corresponding to the franchise and, if applicable, the surcharge for immobilization.

8.5. The territorial coverage of the insurance contracted for the UBEEQO Fleet includes Spain only.

9. Deductible and customer liability disclaimers.

9.1. The insurance incorporates deductibles that may vary depending on the schedule of rates, as well as other criteria:

- A. For the Blue Welcome plan (Blue Bienvenida) and Blue Monthly Fee plan (Blue con Cuota), the deductible shall be two hundred and ninety-five (295) euros, except for electric vehicles and exclusive vehicles for premium users. In such cases, the applicable deductible shall be three hundred and ninety-five (395) euros.
- B. The deductible of three hundred and ninety-five (395) euros shall also apply if the user has the Blue Welcome plan or Blue Monthly Fee plan and whose valid driving licence in Spain is less than one year old, regardless of the vehicle type, including petrol or diesel, and for all cases of damage resulting from accident or fire.
- C. For customers having the Blue No-Fixed-Fee plan (Blue sin cuota), the deductible shall be three-hundred and ninety-five (395) euros, except for electric vehicles and exclusive vehicles for premium users. In such cases, the applicable deductible shall be four hundred and ninety-five (495) euros.
- D. The deductible of four hundred and ninety-five (495) euros shall also apply if the user has the Blue No-Fixed-Fee plan and whose valid driving licence in Spain is less than one year old, regardless of the vehicle type, including petrol or diesel, and for all cases of damage resulting from accident or fire.

9.2. Application of the corresponding deductible shall take into account the pricing plan assigned to the customer at the time of the damage or accident.

- 9.3. Where the damage caused involves a repair amount equal to or less than the corresponding deductible, the customer shall bear the cost (notwithstanding their right to claim, where appropriate, against the user responsible for the accident), this being invoiced by UBEEQO. The minimum and maximum reference prices for the repair or replacement of the main elements of the vehicle are included in Annex III.
- 9.4. UBEEQO reserves the right to decide and set the time limits for vehicle repair.
- 9.5. Notwithstanding the previous section, customers may contract, for themselves, and, where appropriate, for users in their account, the removal of liability for twelve (12) months based on the aforementioned deductible. In order to do so, the payment of an amount which may vary according to the pricing plan assigned shall have been made in advance:
- A. For the Blue Welcome plan and Blue Monthly Fee plan, the liability disclaimer shall be effective with the payment to UBEEQO of the sum of ninety-nine (99) Euros per year and, if applicable, an additional ninety-nine (99) Euros per year for each user authorised by the customer.
 - B. For the Blue No-Fixed-Fee plan, the liability disclaimer shall be made effective with the payment to UBEEQO of the sum of one hundred and forty and nine (149) euros per year and, if applicable, an additional one hundred and forty and nine (149) Euros per year for each user authorised by the customer.
- 9.6. Regardless of the pricing plan assigned, the customer, personally or through an authorised user, may contract a liability disclaimer based on the aforementioned deductible for a particular carsharing reservation by paying a variable amount proportional to the cost of the reservation period. This amount shall be specified just before the reservation is confirmed.

This option shall also be available for long distance services, in which case the amount to be paid shall be €3.90 for the first twenty-four (24) Hours of reservation and, thereafter, €3.90 for each extra period being equal to or less than twenty-four (24) hours.

- 9.7. In the case of three (3) or more accidents during a calendar year, or if the sum of the repair costs for accidents during that time exceeds one thousand (1000) euros, UBEEQO may suspend any liability disclaimer contracted by the customer and/or user, as well as their right to contract any form of liability disclaimer in the future.
- 9.8. In the case referred to in section 9.5 and 9.6, and provided that some form of liability disclaimer has been contracted, the payment of all repairs whose cost is below the value of the insurance deductible shall be borne by UBEEQO.
- 9.9. The insurance shall not cover any of the damages listed in section 8.3, even if the liability disclaimer payment has been made. A liability disclaimer does not exempt from the payment of the costs derived from vehicle immobilisation specified in section 8.4.
- 9.10. UBEEQO reserves the right to launch products or promotions with special deductible or liability disclaimer conditions.
10. Communications to be addressed by the user to UBEEQO in any case of damage, breakdowns, accidents, theft or poor condition of the vehicle.
- 10.1. In any case of minor damage or breakdowns (without vehicle immobilisation), the user must immediately contact UBEEQO via the helpline or via an email to info.es@ubeeqo.com. Failing this, UBEEQO shall deem the last user who has used the vehicle prior to detection (and, consequently, the customer on which the user is dependent) responsible for the minor damage or breakdown.
- 10.2. At the beginning of each reservation, the user is responsible for identifying the possible damages or minor damage to the vehicle and, in the case of finding any, must follow the explanatory instructions contained in the Damage Control section of the Bluebook.
- 10.3. In the event of vehicle breakdown with immobilisation, the user must immediately notify UBEEQO via the helpline. UBEEQO shall assist the user in order to address the breakdown and, if UBEEQO is unable to solve the problem, roadside assistance shall be sent. The user shall never leave the damaged vehicle until the insurance company has

either solved the problem or picked up the car. Otherwise, the surcharge specified in Annex I shall apply, irrespective of the person responsible for the incident.

10.4. In any case of accident:

- A. The user shall fill in in the relevant accident report (available among the general papers of the vehicle), being as explanatory as possible. This shall subsequently be sent to UBEEQO by post, email or any other means ensuring receipt.
- B. The user shall report to UBEEQO via the helpline as soon as possible, so that the latter can initiate the relevant procedures with the insurance company.
- C. The user shall not sign any acknowledgment of liability.
- D. In the event of failure to report the accident or incident, or to submit the relevant accident report within the twelve (12) hours following the event, the customer shall be charged the surcharge indicated in Annex I; in these cases, the customer shall be liable for any damages (own or third party) that have occurred. If so, customers shall retain their right to claim any costs from the authorised user responsible for the accident as driver of the vehicle.
- E. Neither the customer, the user, nor a third party may decide or order the repair of the damaged vehicle without the express consent and written authorisation by UBEEQO.
- F. UBEEQO may charge the amount specified in Annex I for accident-related administrative management expenses.

10.5. In the event of the theft of the vehicle:

- A. The user shall report this to UBEEQO via the helpline and shall report the theft to the police within a maximum of twelve (12) hours, as of their knowledge of the event, even if the vehicle is subsequently found.

- B. Irrespective of the above, the user or customer shall, within twenty-four (24) hours, forward a copy of the complaint made to the police. If failure to comply with this obligation results in refusal of insurance coverage by the insurer, the customer (without prejudice to their right to claim against the user holding the reservation at the time of the robbery) shall be solely and personally liable for all the damages to UBEEQO or to third parties.

10.6. Contracting any insurance liability disclaimer does not exempt the customer from the reporting obligations described in this provision.

10.7. If the user and / or client considers that the evaluation of any case of damage, breakdown, accident, theft or poor condition of the vehicle is incorrect or violates their rights as a consumer, it may propose a new evaluation by a second independent expert. In this case, the client must bear the expenses derived from the second expert opinion.

11. Rates.

11.1. By accepting these general terms and conditions, the customer also accepts the pricing for each of the uses that they – or authorised users – carry out with UBEEQO.

11.2. For 'Carsharing' service uses:

- A. The Blue Welcome plan shall apply to customers during 3 months as of activation of their account. Prices per hour and per kilometre according to the Blue Welcome tariff may vary depending on the car model, city and distance travelled in each reservation. For more information, see the UBEEQO 'Carsharing' prices: <https://global.ubeeqo.com/en-gb/prices>.
- B. At the end of the 3-month Blue Welcome Plan, customers may choose between two plans with different pricing and conditions:
 - a. Blue Monthly Fee plan. It involves the payment of a fixed fee that may be monthly, semi-annual or annual. Under no circumstances shall UBEEQO refund, fully or partially, any fee already paid. Payment of the fee is a

compulsory condition for a user to be considered a Premium user. For more information, see the UBEEQO 'Carsharing' prices: <https://global.ubeeqo.com/en-gb/prices>.

- b. Blue No-Fixed-Fee plan. Exempt from any type of fixed fee. For more information, see the UBEEQO 'Carsharing' prices: <https://global.ubeeqo.com/en-gb/prices>.

11.3. For 'long Distance' service uses:

- A. The price per day and kilometre of the long distance uses shall not be conditioned by the user's pricing plan. For more information, see the UBEEQO 'Long Distance' prices <https://bienvenido.ubeeqo.com/es/plp/larga-distancia>.
- B. UBEEQO reserves the right to issue discounts or promotions on prices published for the 'long distance' service.

11.4. Any of the plans and prices mentioned above may be modified by UBEEQO at any time. Any fee modification shall be communicated in writing to the group of affected customers and users by email, referring them to the new rates published on the website. These changes shall not be retroactively applied with regard to reservations made and already used or in progress.

12. Billing and payment of invoices.

12.1. Invoices for services rendered (including where appropriate the surcharges indicated in Annex I incurred by the user and/or customer, as well as liability disclaimers of the insurance deductible and other elements) shall be issued by UBEEQO for each service use during the days following its completion.

12.2. Debit to the bank card indicated by the customer shall be carried out automatically and in two parts: first the cost relative to the reservation period shall be charged once confirmed; at the end of the use, the remaining amount up to the total cost of use. BLLUEMOVE will be able to manage all the payments through UBEEQO INTERNATIONAL SASU,

through the Platform and application that it develops. Payments can be made directly through the UBEEQO website.

- 12.3. In the event that the customer has any valid coupon code or discount, this shall be accounted for in the second part of the payment. In any case, UBEEQO reserves the right to suspend partially or totally the validity of any promotional code, to form temporary or definitive.
- 12.4. The customer authorises UBEEQO or its parent company UBEEQO to temporarily retain the bank card details, provided that any amounts remain payable.
- 12.5. In exceptional cases agreed with UBEEQO, at the latter's discretion and under its conditions, invoices shall be issued for expired calendar months, being sent to the customer by email and payable within ten (10) days of issuance, through direct debit to the bank account of payment. In this case, and unless exceptionally determined by UBEEQO on a discretionary basis, UBEEQO may impose the deposit indicated in Annex I as guarantee of payment for subsequent uses by the customer.
- 12.6. Non-payment by the customer of any invoice shall determine the immediate suspension of the right to make new reservations and the cancellation of reservations not yet used or in progress, carried out by the customer or by any authorised user. This measure shall continue to apply until the customer updates payments.
- 12.7. Non-payment of any invoice shall generate the relevant administrative management surcharge indicated in Annex I.
- 12.8. If the customer fails to update payments with UBEEQO within one (1) month, the following month, or during the following months, UBEEQO may issue an invoice for a special surcharge due for administrative and legal expenses for the debt management, the maximum amount being specified in Annex I.
- 12.9. Repeated non-payment of invoices, with a minimum of two successive or alternate invoices, may be sufficient grounds for termination.

12.10. Any claim due to disagreement with any invoice must be submitted by the customer to UBEEQO within fifteen (15) days, from the date of invoice issuance, in writing, by email or post. After that period, the invoice shall be deemed accepted by the customer.

13. Special Surcharges

13.1. UBEEQO shall apply the special surcharges in each invoice which may apply when one or more of the required events occur, these being listed, as well as their respective amounts in euros, in Annex I.

13.2. Annex I is an indicative, but not exhaustive list of the incidents that may occur in the execution or use of any reservation, but it does not foresee all the incidents that may give rise to additional costs to be borne by the customer, according to these general terms and conditions and the special terms of the agreement.

13.3. UBEEQO will not be obliged to communicate in advance the collection of any of the special charges, although it must send the user and / or customer the corresponding invoice.

14. Privacy Policy

14.1. All the personal data of the customer and authorised users, as well as of third parties related to the use and driving of UBEEQO fleet vehicles, shall be kept and managed in a database, the safekeeping and proper management of which is the responsibility of UBEEQO, the email address in this regard being bu info.es@ubeeqo.com. UBEEQO may not assign the personal data of the client and authorized users to other entities that are not companies of the Group of Companies of which it is a part, and undertakes to use this database solely for the following purposes, with observance in all cases of Organic Law 15/1999, of the 13th of December, on the Protection of Personal data and of its implementing regulations:

A. The formalization fulfilment and execution of the carsharing agreement between the customer and/or user and UBEEQO, including in all cases the reporting of such data to the insurance company of the UBEEQO fleet of vehicles, to the Vehicle Registry of the Directorate-General for Traffic and, where

appropriate, to the State, Regional or Local Security Forces and the bodies of the Administration of Justice.

- B. Sending the customer and/or user commercial information about new services or activities developed by UBEEQO or any of its majority owned entities.
- C. The processing of personal information of the customer, of the user or of third parties which is essential for handling claims, accidents, complaints or judicial or administrative proceedings that may arise as a result of the use of vehicles whose use has been assigned by UBEEQO, including in this case the processing and transfer of health data.
- D. The disclosure of the customer's personal data to any entity so that UBEEQO may recover debts from them in a situation of delay, and even, in cases of default, to entities that manage default and patrimonial solvency databases.

14.2. UBEEQO shall in no case disclose (except in the cases indicated in provision 14.1) the customer's data, or that of users they designate, or of third parties, kept in its records, accessed only by UBEEQO-dependent personnel who are entrusted with the commercial relations with the customers and/or users. If the customer and/or user does not wish to have their personal data processed for the purpose provided for in paragraph 14.1. B., they must inform UBEEQO by email or post or by deactivating that option in the personal menu of the customer and/or user.

14.3. The customer, as well as the users they designate, may exercise their rights of access, rectification, modification, cancellation and opposition in relation to their personal data by means of written notice addressed to the person responsible for the safekeeping and maintenance of the database stated in provision 14.1. and to the email address it indicates.

14.4. Notwithstanding the provisions of the previous section, UBEEQO reserves the right to keep the information regarding the driver's license and the National Identification document, Foreign Person Identification document and/or passport of the user for a period of three (3) years in order to protect the UBEEQO's legitimate interests and to cover

potential liabilities of the user, even if the user had used his right of rectification and cancellation, regulated by the Organic Law 15/1999, of the 13th of December, on the Protection of Personal.

14.5. The customer and/or user accepts that from a data protection perspective, all data shared with UBEEQO may be used by its parent company, any of its subsidiaries indiscriminately, or its supplier of car sharing software services. In the same way, its contractual relationship with the parent company or any of its subsidiaries has legal validity for any of the companies of the group (parent or subsidiary).

14.6. BIS. Special reference to the vehicle locator system

A. BIS.1. All UBEEQO vehicles are equipped with a GPS system that allows for their location. In the use of the GPS vehicle locator, UBEEQO shall always observe the privacy of its users, so it shall be solely used to control the delayed return of vehicles at the end of a reservation, in case of misappropriation or theft of the vehicle, or if misuse of the service is suspected.

B. BIS.2 UBEEQO may share the information provided by the GPS with the security forces and other administrative and judicial authorities if applicable.

15. Duration, suspension and other cases of termination

15.1. Notwithstanding the cases of suspension and termination of the agreement as a result of non-compliance by the customer as provided for in paragraph 12.9, the agreement executed between the customer and UBEEQO is effective for an indefinite period, while the customer may terminate it at any time, by means of a simple written communication, by post or email, or by personally visiting UBEEQO offices.

15.2. The termination of the agreement thus formalised at the customer's initiative shall in no case release them from their obligation to make payment of all invoices already issued to the customer by UBEEQO or of those pending issuance for uses made or in progress by the customer or the users designated by them prior to the time of termination.

15.3. Likewise, UBEEQO may terminate or suspend the effect of the contract, without prior notice to the customer if the customer or the authorised users repeatedly breach their contractual obligations, responsibilities as user, or present a high accident rate with the vehicles used in the reservations. In such cases, as in any other case of termination by decision of UBEEQO, the BlueCard/Smartcard(s) of the customer and, where appropriate, of the users authorised by them, shall be immediately disabled, unless UBEEQO's decision to terminate is during the execution/completion of a reservation, in which case the card(s) shall be disabled as soon as the reservation period has been completed.

15.4. In any case of termination by the customer or by UBEEQO, UBEEQO shall be given a period of thirty (30) days to proceed with the refund of the deposit paid by the customer at the time of signing the agreement, after deducting any amounts owed by the customer to UBEEQO at that time.

16. Complaints and claims

16.1. The customer, and, where appropriate, the authorised user, may formulate any complaints or claims concerning the services provided by UBEEQO by sending an email to the address info.es@ubeeqo.com.

17. Agreement, partial nullity and applicable law and jurisdiction

17.1. The agreement is made up by these general terms and conditions, the special conditions for the customer, if any, as well as the rates, Annex I and II, the successive price rates notified to the customer during the duration of the agreement and, lastly, the forms for customer appointment of authorised users. The customer authorises all these documents to be retained by UBEEQO in an unalterable computer medium.

17.2. These general terms and conditions may be updated by Blue Sostenible, S.L. or any of its subsidiaries, in the future.

17.3. If any general or special of the agreement were declared null and void, this shall not affect its remaining clauses.

17.4. For any conflict which may arise between the customer or the authorised users and UBEEQO, in relation to the interpretation and fulfilment of the agreement, both parties submit to the ordinary jurisdiction of the Spanish courts

ANNEX I - SPECIAL PENALTIES AND SURCHARGES

RETURNING THE CAR

Delay in the return (time of use exceeds the reservation period)	€0.45/min
Fuel tank below 1/4 tank capacity	€50
With headlights and/or interior lights on	€50
Inadequate cleanliness conditions of the vehicle and/or accessories provided for the service	€50
Parking differently to the start of the reservation	€50 + EXPENSES GENERATED
Outside the corresponding area	€50
With key keyring not inserted in the on-board computer	€25
With the keys in the ignition	€25
With vehicle doors and/or windows open	€50
Missing accessories provided to the customer for the reservation (baby seat, carrier, chains, etc.)	€50 + COST OF ACCESSORY
Missing vehicle accessories (tools, vest, tray, etc.)	€50 + COST OF ACCESSORY

OTHER SURCHARGES

Smoking inside the vehicle	€50
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Loss of vehicle documents	€10
Obtaining the BlueCard/Smartcard at any of the authorized points or by postal mailing	€ 2
Loss or deterioration of the fuel card	€25
Loss or deterioration of the car park access card	€25
Loss of vehicle key	€25 + COST OF THE KEY
Failure to use the car park access card properly and/or to collect a ticket for access	€25 + EXPENSES GENERATED
Failure to report damage or accident within 24 hours of the event (having comprehensive insurance does not entail exemption from notification)	€100
Vehicle immobilisation caused by the customer	€100/day (maximum 4 days)
Damage to the vehicle	ACCORDING TO THE DAMAGE
Puncture	€30
Blowout	COST OF THE TYRE + IMMOBILISATION
Refuelling with wrong fuel	€150 + COST OF REPAIR
Administrative Accident Management	€10
Administrative Fine Management	€15
Administrative management when refueling in stations outside the Solred network	€3
Administrative collection management in cases of non-payment of receipts	€3
Management of administrative and legal expenses for debt management	€500
Use not authorized by UBEEQO with regard to the SOLRED card (toll, shop, etc.)	€100 + EXPENSES GENERATED
Fraudulent profit-seeking use of the SOLRED card	€500
Use of SOLRED card to refuel a vehicle not belonging to the company	€500
Fraudulent profit-seeking use of the SOLRED card	€150
Transporting animals outside of a carrier or cage	€100
Emergency phone calls for cases not considered as such	€5
Abandoning the vehicle during the reservation period for any reason	€500
Operator's assistance needed caused by the customer's negligence	€50
Tow-truck needed caused by the customer's negligence (battery, blowout, etc.)	€50
Drunk driving	€500
Withdrawal of the vehicle from public roads by the authorities due to the driver's negligence	€200 + EXPENSES GENERATED
Driver not authorized by UBEEQO	€100
Not having a valid driver's license for Spain at the time of reservation	€500 + EXPENSES GENERATED
Cost of the service of hiring accessories	€0
Deposit for exceptional cases of direct debit payment	ON A CASE-BY-CASE BASIS

ANNEX II - AUTHORISATION OF USE FOR A THIRD-PARTY OTHER THAN THE LONG-DISTANCE RESERVATION HOLDER

Hereby, Mr/Mrs,
holder

DNI identification number....., whose copy is attached,

authorises Mr/Mrs..... holder of
DNI

identification number (copy attached) and of a
valid

driving licence (copy attached), hereafter "the authorised party", to drive the
vehicle booked with UBEEQO under reservation number.. ..

The authorised party hereby undertakes all the obligations, limitations and
liabilities established in the general terms and conditions of the UBEEQO
service for the use of the vehicle subject to the aforementioned reservation, the
content of which said party is aware of and undertakes, already being a
UBEEQO user.

In..... on 20.....

Signature.

Signature

.....

.....

(Authorising party)

(Authorised party)

**ANNEX III: BAREMO OF MINIMUM AND MAXIMUM PRICES OF REPAIR/
REPLACEMENT OF THE MAIN ELEMENTS OF THE VEHICLE THAT MAY BE
APPLICABLE IN CASE THEY PRODUCE DAMAGE TO THE VEHICLE.**

Vehicles areas	Minimum cost	Maximum cost
Bonnet	278,74€	832,12€
Wiper blades	52,87€	98,24€
Fog spot light	90,46€	116,66€
Headlight	93,45€	478,15€
Windscreen	60,48€	620,09€
Front bumper	232,84€	562,72€
Front indicator	29,37€	66,56€
Number plate	12,26€	12,78€
Front grille	134,88€	463,98€
Bumper skirt	93,45€	164,24€
Tailgate	228,84€	1.517,68€
Rear screen	327,83€	544,43€
Rear bumper	252,39€	520,97€
Aerial	16,29€	122,55€
Roof	314,80€	2807,54€
Key remote plip	150,23€	366,07€
Luggage cover	116,12€	340,28€
Swapped tyres	95,51€	278,44€
Air compressor	109,94€	120,88€
Warning triangle	15,03€	15,03€
Front seat	788,99€	1261,97€
Rear seat	159,43€	573,78€
Ashtray	24,17€	58,89€
Radio CD	340,23€	725,35€
Car documents	10,00€	10,00€
Glove compartment	58,64€	185,60€
Sun visor	23,97€	83,12€
Front wing	211,42€	713,31€
Rear wing	273,47€	1.937,09€
Mirror housing	17,53€	590,00€

Front door glass	61,32€	270,51€
Rear door glass	117,45€	418,23€
Front door mirror	137,73€	137,73€
Door sill	130,29€	1.733,80€
Tyre	20,76€	185,89€
Alloy wheel	194,73€	369,26€
Front or rear right or left wheel trim	74,95€	213,59€
Front door	259,76€	1.308,83€
Rear door	259,76€	1.308,83€
Wheel trims	16,38€	44,00€