

## Terms and Conditions

### Definitions:

- ‘Terms’ refers to the General Conditions as described below, valid as of 3rd Februari 2010 and signed or agreed upon by the subscriber. “
- ‘Subscriber’ is the natural or legal person who signs the “car sharing contract “. The subscriber is a debtor for all obligations with the signing of the contract commitments.
- By agreeing to these terms and conditions, the potential customer becomes a subscriber of RotaSocio Holding B.V., offering carsharing service through the trademark StudentCar and CampusCar. The names RotaSocio Holding B.V., StudentCar and CampusCar are interchangeable throughout all paragraphs of these terms and conditions. RotaSocio Holding BV is based in the Netherlands, Chamber of Commerce registration under the number 24438635 and registered address Burgemeester Oudlaan 50, 3062 PA, Rotterdam.
- ‘Vehicle’ refers to any vehicle that is offered by StudentCar used for car sharing.
- ‘Reservation’ refers to an act by or on behalf of the subscriber where a specific period of use for a particular vehicle is established.
- ‘Access card’ refers to a personal smart card that is handed out to subscribers to gain access to the vehicle during a reservation. In some occasions the card offers discounts on specific products or services provided by third parties.
- ‘Rates’ refer to the prices that we charge with respect to monthly costs, rental costs and prices for other services or products provided by us. The current rates are published on our website [www.studentcar.nl](http://www.studentcar.nl) any adjustments made are automatically part of these Terms and Conditions.
- ‘Damages’ refer to revenue losses StudentCar suffers directly or indirectly as a result of:
  - Damages or theft of the vehicle or accessories or parts thereof, or another case of the lessor. These include, among others, the costs of repair for damages, replacement or repatriation of the vehicle (Repatriation refers to costs incurred in order to return the vehicle to its designated parking spot).
  - Inflicted harm with or by the vehicle to a person or good(s) for which StudentCar or its liability insurer is liable.

### Article 1: Applicability

These Terms and Conditions apply to all agreements between StudentCar and subscriber that refer to these Terms and Conditions.

### Article 2: Rates

This agreement is for the rates currently published on [www.studentcar.nl](http://www.studentcar.nl).

The list of fares is part of this agreement. The above prices include VAT, explicitly provided otherwise indicated. StudentCar is entitled to adjust this list at any time. Subscribers will be notified at such an occurrence.

### Article 3: Instructions

During the signing of the general terms and conditions, subscriber is explained about the reservation process and use of the vehicle. Subscriber commits to use the vehicle in accordance with this explanation.

### Article 4: Registration

1. To become a subscriber of StudentCar the following conditions have to be met:

- Age at least 18 years old and up to 75 years old.
- In possession of a drivers license valid in the European Union.
- No ‘points’ on your drivers license if applicable.
- No violations of driving when under the influence of alcohol or drugs recorded.
- Not involved in more than two accidents in the last 2 years.

2. Subscriber is obliged to provide accurate information regarding the personal information, driver’s license, accidents and traffic violation in Article 4.1.

It is the responsibility of the subscriber to keep this information up to date when relevant changes take place during your subscription with StudentCar.

3. Providing incorrect information about the components mentioned in Article 4.1 or failure to provide StudentCar with changes will result in subscriber not to be covered by the StudentCar insurance policy when using our vehicle. This means that any consequent damages or injury are at subscribers’ own risk.

4. A subscription is reached after we have accepted the application. The application and acceptance of these terms and conditions can be completed electronically. Subscription is completed after the first month’s debited amount is received.

### Article 5: The reservation and modification

1. Prior reservation is necessary for the use of the vehicle. During the period a reservation is made by the subscriber, the subscriber has exclusive right to use the vehicle.

The subscriber will receive immediate confirmation after making a booking. If subscriber receives no confirmation, it will mean that no valid reservation is made. Other subscribers cannot undo confirmed reservations. When cancelling the reservation, the full reserved time will be charged. If a reservation is cancelled after the start of the reservation, subscriber will also be charged in full for the reserved hours.

2. The subscriber can, until the beginning of the booking, make adjustments to the reserved time online or through the StudentCar customer manager. The customer manager can cancel the reservation for free if requested by subscriber 48 hours before the beginning of the reservation.

3. The subscriber can modify the booked time online until the beginning of the booking. Any extension of booked time is charged at the regular price for the extended time. Any reservation of another subscriber is treated as superior and cannot be cancelled for an extension of another subscriber.

4. The subscriber can, until the beginning of the booking, make reductions of the booked time. When reducing the reservation, the full reserved time will be charged.

### Article 6: The use of the vehicle

1. Subscriber is obliged to explain the passengers the obligations and prohibitions of this article of the vehicle and to ensure the fulfillment thereof.
2. Subscriber is responsible for the vehicle, and everything that occurs starting from the time when they access the vehicle until the end of the reservation period.
3. The vehicle can only be driven by a subscriber of StudentCar.
4. Subscriber drives the vehicle with the appropriate responsibility and ensures that the vehicle is used in accordance with the prescribed ‘User manual’.
5. Subscriber is not allowed to lend, lease or otherwise hand over the vehicle to third parties without permission of StudentCar personnel.
6. Subscriber is not allowed to use the vehicle when under the influence of alcohol, drugs or other substances that can negatively influence his driving behavior.
7. Subscriber is not allowed to pick up hitchhikers or carry animals in the vehicle or use the vehicle for driving lessons, attend any race-, handling or any sort of other contest.
8. It is not allowed to smoke in the vehicle. If caught smoking inside the vehicle, the subscriber is fined €25,-. StudentCar is authorized to terminate the contract immediately.
9. Subscriber is, unless otherwise agreed, not permitted to take the vehicle outside the borders of The Netherlands.
10. Subscriber is held responsible to adequately safeguard the load of the vehicle.
11. The subscriber is not permitted exceed the maximum capacity of the vehicle regarding the number of passengers or the weight of the luggage.
12. Whenever the subscriber parks the vehicle, it assures itself that the vehicle is abandoned properly. This means turning off the lights and radio, closing the windows and locking all doors. If costs occur, because one of those conditions are not met, the subscriber can be charged for those costs.
13. Subscriber is supposed to fill up the gas tank if the tank is ¼ empty. Subscriber is required to pay with the StudentCar tank card, located inside the vehicle. Subscriber is required to fill up the vehicle with the correct kind of fuel.
14. Subscriber may be required to pay more than average cleaning or repair costs if the vehicle is damaged in the in- or exterior during subscribers’ reserved period.
15. In case of damages or defects to the vehicle, the subscriber is not allowed to use the vehicle if that can lead to aggravation of the damages or the defect, or if it is reducing road safety.
16. Subscriber must comply with Dutch laws and regulations. Subscriber will refrain from committing any crimes and violations with the vehicle.
17. Own Risk for Subscriber in case of damages to the vehicle is determined at € 75,- for small damages to the lacquer, for all other damages the Own Risk has a maximum of € 300,- per case. Determination of the kind of damage will occur by an expert of the insurance company. StudentCar is entitled to automatically deduct the liable amount from Subscriber’s bank account.
18. In case of an accident or any other break down of the car, subscriber is required to:
  - Inform StudentCar personnel immediately by phone;
  - Follow the instructions provided by StudentCar personnel.
  - Inform the police on the spot, if necessary.
  - Provide StudentCar or it’s insurer with any solicited and unsolicited information requests and documents relating to the event.

-Complete within 48-hours an official damages report and provide it to StudentCar personnel.

-Abstain from any recognition of guilt.

-Reduce the risk of injuries, damages and theft.

-Cooperate with StudentCar and all persons designated by StudentCar to recover any damages claims from third parties or to establish third-party or subscribers liabilities.

### Article 7: The end of the period of use

1. By the time the reservation has ended, subscriber is responsible that the vehicle is returned safely at the vehicle’s dedicated parking spot.

2. If it is not possible to return the vehicle at the dedicated parking spot, subscriber must contact StudentCar. Subscriber should then follow the instructions of StudentCar.

3. If subscriber parks the vehicle elsewhere, without consent of StudentCar, subscriber can be accounted for any resulting damages.

4. At the end of the period of use, subscriber ensures that the vehicle is parked with no less than one quarter of fuel left in the tank. If the vehicle with less than one quarter of fuel left in the tank, the last known user is imposed a fine of € 25,-

### Article 8: Exceeding the reservation period

1. Subscriber is required to inform StudentCar at least 15 minutes before end of the reservation if subscriber expects not to return the vehicle in time.

2. If the subscriber does not return the vehicle before or at the end of the reserved timeslot and the booking of the next customer is harmed, StudentCar is authorized to charge a fee of €25,- per hour. The first hour will always be charged in full.

3. If the vehicle is not timely returned by subscriber but the booking period of the next subscriber is not harmed, the booking can only be extended without a charge of €25 per hour if StudentCar was informed 15 minutes before the end of reservation. In any case, subscriber is obliged to pay for the extra time he uses the car.

### Article 9: The key

In case of losing the key of the vehicle, subscriber is obliged to pay for the replacement of this key. Subscriber is also obliged to pay StudentCar for the revenue lost as a result of the inability to use the vehicle for car-sharing during the replacement.

### Article 10: The Access card

When the subscriber signs the contract, an access card is handed out. An amount of €25,- will be paid as administration costs. The Access card remains property of StudentCar.

Subscriber is obliged to keep his login code secret at all times.

The subscriber is expressly not allowed to write his login code on the Access card or otherwise store it together with the Access card. In case the card is lost, subscriber will be charged €10,-. The StudentCar subscriber should immediately make StudentCar aware the card is lost or missing. StudentCar will then block the card to prevent any misuse. If the Access card together with the associated login code is in possession of a third party due to circumstances attributable to the subscriber, the subscriber is fully and personally liable for any resulting damages.

### Article 11: The fuel card

The subscriber is provided a fuel card inside the vehicle. Use of this fuel card is free of charge, provided this fuel is used for StudentCar. StudentCar pays the fuel costs automatically. If subscriber uses the fuel card for other vehicles, subscriber will be held responsible to compensate StudentCar for the extra fuel. Subscriber will also be charged €400,- including VAT, due to fraud. Losing the tank card itself will cost the subscriber a penalty of €50,-. If subscriber forgets tank card putting back tank card in the vehicle, subscriber will be charged €10,-.

### Article 12: The parking

The vehicle is equipped with a parking pass for the designated parking lot the vehicle is to be picked up and returned. Use of this parking is free. Caution! The parking pass is not valid for other StudentCar parking lots or other public spaces. Losing the card or report of abuse, the subscriber will be fined. For losing a parking card €45,- is charged.

### Article 13: Damages and failures

In the glove compartment of each car subscriber will find a form with the current damage report status of the StudentCars.

At the start of every use the subscriber has to check the current status of the vehicle’s

damages and failures. Subscriber is responsible for the any damages and failures, or deficiencies that have not been mentioned on the form with the damage status. The fine of not mentioning a damage is €25,- StudentCar frequently checks the vehicles on damages and failures. If subscriber notices a failure to the vehicle during the use of the vehicle, this must be communicated immediately to StudentCar. Subscriber also has to make a remark on the form in the car. Not reported damages and failures are accountable to the last known subscriber who has used the vehicle.

#### *Article 14: Lacks to the vehicle and liability of StudentCar*

1. A shortcoming to the vehicle which is not related to careless maintenance cannot be considered as a deficiency. Deficiencies, failures and damages, which are not immediately related to the requirements of (road/traffic) safety regarding the vehicle and which are mentioned in the damages report cannot be considered as a lack. By driving of the parking spot, subscriber accepts the condition of the vehicle.
2. StudentCar is only obliged to fix any deficiencies or shortcoming of the vehicle when StudentCar was aware or should reasonable be aware of these lacks before the start of a subscriber's reserved period, and if this is reasonably possible and no expenditures are required which in the given circumstances is not reasonable to ask from StudentCar.
3. In case of deficiencies subscriber is only entitled to reduction of the chargeable compensation over the reserved period, in which the deficiency effectively prevented the use of the car insofar StudentCar knew or should know these lacks at the start of the reserved period.
4. StudentCar is only responsible for damage as a result of lacks if the lacks were known by StudentCar at the start of the by the subscriber reserved timeslot or if StudentCar belonged to know those lacks.
5. StudentCar will not be responsible for (financial) damages which subscriber suffer as directly or indirect consequence of the circumstance where the subscriber has not been able to make use of the reserved vehicle.
6. StudentCar is under no circumstance responsible for robbery or missing of goods from the vehicle.
7. StudentCar is under no circumstance responsible for any damages to the subscriber that is a consequence of circumstances beyond one's control. Circumstances beyond one's control are in any case: delays in the traffic, fire, extreme circumstances, terrorism, strikes, company occupancy and remaining actions of trade unions, government measures, errors in the supplies of energy, other serious company errors, circumstances beyond control with respect to suppliers as well as the case that StudentCar is not able to fulfill its obligations due to circumstances beyond one's control by its own suppliers.

#### *Article 15: Termination of the agreement*

1. StudentCar has been entitled to terminate this agreement immediately without disclosing the reasons for termination, notwithstanding the right of StudentCar to pursue compensation of costs, damages and interest. StudentCar has been entitled to block subscribers' Access card immediately. If the agreement is terminated by StudentCar, the subscriber is obligated to return the issued Access card to StudentCar.
2. StudentCar is not responsible for any damages the subscriber suffers as a result of the termination of this agreement by StudentCar.
3. Contract will be extended continuously with the period of a month, unless subscriber has terminated the contract. Subscriber has been entitled to terminate the contract at the end of each calendar. This notification of termination can be issued per ground mail. Subscriber thereby is obligated to return the issued Access card by secured mail or bring it in person to the official address of StudentCar.
4. Up to the moment that subscriber returns the Access card to StudentCar, the subscriber is responsible for costs which coincide with the use of the Access card.
5. If StudentCar has not received the Access card at the latest 20 days after the end of the agreement, StudentCar will consider the Access card as lost and will charge €15,-

#### *Article 16: Liability of the subscriber*

1. Subscriber is responsible for all damages which arise during the by the subscriber reserved timeslot or other events related to the use of the vehicle, taking into account;
2. The liability of the subscriber for damages per case have been restricted to the amount of its agreed own risk, unless:
  - damages have arisen as a result of actions or neglect in conflict with the rules to use the vehicle, which have been mentioned in Article 6 of these terms and conditions.
  - damages arisen as a result of use of the vehicle in unpaved terrain, or use of the vehicle in terrain or area for which the vehicle is obviously not meant, or terrain which the subscriber has been given the knowledge that entering occurs ar own risk;

- damages arisen intentionally or by grove irresponsibility of the subscriber or passengers in the vehicle;
  - it concerns damages or any disadvantages inflicted to third parties as a result of the use of the vehicle, and the Civil Liability Insurance of the vehicle does not cover the damages as a result of an violation of any of the conditions from the policy conditions. The policy conditions will be sent free of charge on the first request of the subscriber;
  - damages arisen when vehicle is missing while the Access card and the corresponding car keys that give entrance to the vehicle were not returned.
3. If by a StudentCar signed insurance contract against the risk of casco damage or against the risk of legal liability, a payment is supplied to StudentCar or to a third party, it leaves the liability of the subscriber unimpeded.
  4. If damages are a consequence of any disadvantage that has been inflicted by the use of the vehicle, the extent of the damages is stipulated beforehand on the amount of any supplied indemnities to the directly disadvantaged, possibly multiplied with other damages which StudentCar suffers.
  5. Subscriber is responsible for behavior and neglect of the passengers, also if they did not have the approval of subscriber.

#### *Article 17: Liability StudentCar*

1. Our liability under this subscription has been restricted to complying with obligations which we have described explicitly in these terms and conditions. We are within the execution of our obligations however not responsible for shortcomings of third parties such as municipalities, car parks or other subscribers. We are moreover under no circumstances responsible for damages a subscriber directly or indirectly suffers as a result of or related to the desired or effective use of a vehicle.
2. In all cases in which we would be obligated to compensate damages, our chargeable damages are never higher than the amount that our liability insurer in the matter concerned will pay. If for our liability none insurance cover exists, our obligation to damages has been restricted up to €500.
3. The subscriber protects us of and for claims of third parties which are related to any reservation, our additional or replacing services, damages inflicted by himself reserved vehicle and/or the use of the vehicle which is made by himself.

#### *Article 18: Sanctions and measures*

1. At the expense of the subscriber are all sanctions and impact of measures which become imposed by the government concerning the arrangement and use of the vehicle. If these sanctions and measures are imposed to StudentCar, subscriber is obliged to compensate StudentCar on his first request, where subscriber is kept off additional €10,- administrative costs to satisfy.
2. If StudentCar must supply subscriber information to authorities concerning any behavior or neglect, subscriber will be accountable for the accompanied costs of €10,-.

#### *Article 19: Seizure on the vehicle*

In case of administrative, civil- or criminal seizure on the vehicle, subscriber is to comply to the obligations of the agreement, until the moment the vehicle is again in the possession of StudentCar. Subscriber is obliged to compensate StudentCar for all from the seizure resulting costs.

#### *Article 20: Payment*

1. StudentCar will receive the by subscriber chargeable amounts by means of by subscriber delivered authorization. With this authorization the chargeable amount will be automatically deducted from the subscriber's account.
2. The subscription money is calculated according to our tariffs and after accepting these terms and conditions claimable as payment in advance.
3. If the payment by means of direct debit (automatische incasso) for any reason has bounced, then subscriber is legally in absence without a formal notice being required. Subscriber is obliged to transfer the chargeable amount immediately by different means of payment to StudentCar.
4. During the period in which subscriber is in absence, subscriber has not been entitled to use the vehicles. StudentCar has been entitled to block subscriber's Access card, cancel any made reservations and deny the subscriber use of the vehicles.
5. As from the date of subscriber's late payment concerning the open amount the legal interest is chargeable, multiplied with 2% on an annual basis, where a part of a month is considered as a whole month.
6. If subscriber is still in default of paying the chargeable amount after notification, he has

been obliged to pay in addition a compensation for the costs of the collecting the amount with a minimum of 15% of the chargeable amount or, if the chargeable amount is smaller than €500,-including VAT, with a minimum of €75,-VAT.

7. If direct debit is not used as a payment method, the subscriber is obliged to transfer the chargeable amount within 10 days. Failing to do so authorizes StudentCar to raise the amount due with 10% including VAT.

#### *Article 21: Obligation to provide certainty (indemnity)*

1. If StudentCar doubts that subscriber can no longer meet its obligations, StudentCar has been entitled to desire an obligation to provide certainty. This certainty proposition will not expire earlier than the moment on which the agreement will be finished. Reasonable doubt will be in any case present if the direct debit payment is rejected or for any other reason the chargeable amount is not transferred within 10 days.
2. StudentCar has been entitled to settle any outstanding bills with supplied obligations to provide certainty.

#### *Article 22: Personal data*

The personal data of the subscriber which are mentioned on the contract are processed by StudentCar as an agent in the sense of the *Wet Bescherming Persoonsgegevens* (Regulation for the protection of personal data) and will be recorded in a client registration. StudentCar uses this stored information to carry out this agreement and may offer subscriber other personalized services and products. StudentCar under no circumstances forwards subscribers personal data to third parties. Subscriber can make in a note resistance against processing of its data for direct mailing at StudentCar, this will be remunerated. Subscriber is obliged to inform StudentCar immediately of modifications of his personal data.

#### *Article 23: Subscription as an employee, organization or department to CampusCar*

(Student) Organizations, employees or departments can subscribe to the CampusCar plan published on the website of [www.campuscar.nl](http://www.campuscar.nl). In a group subscription plan the subscribing (student) organization or department receives a smartcard which can be used by up to five drivers to access and use vehicles. All drivers become regular customer of our service by signing the customer contract and agreeing to the terms and conditions. All drivers will be assigned to the same smartcard which can be used at the price plan published on [www.campuscar.nl](http://www.campuscar.nl).

#### *Article 24: Complaint regulation*

StudentCar will react in writing on complaints of the subscriber subject to those written by mail or e-mail. StudentCar obliges himself to react within fourteen days after the complaint has been received. Oral complaints are not handled officially.

#### *Article 25: Modification*

These general conditions can be adjusted. The adjusted conditions will be communicated to the subscriber. The adjusted conditions will be transmitted at the request of subscriber by mail. Subscriber can be excluded from the reservation system if subscriber has not accepted the adjusted Terms&Conditions at the latest one day before the date on which these become effective.

#### *Article 26: Conversion*

If a provision of these Terms&Conditions is null or otherwise not committed, this will let the validity and relevance of the remaining provisions unimpeded. In that case, parties have to agree upon a condition that will be legally valid and of what the scope corresponds as much as possible to the non-valid condition.

#### *Article 27: Appropriate right*

The agreement is at any time administered by Dutch law. A certified Dutch judge is authorized to take knowledge of disputes which are related to these agreement.

*Rotterdam, 26th of May 2011*

