

Terms and Conditions

General conditions

These General Conditions of Use (indistinctly, the "Contract", the "Conditions" or the "General Conditions") apply to the electronic, face-to-face and/or telephone contracting of the services offered (i) by the company ACTIVACAR MOBILITY, SL (hereinafter, ACTIVACAR), limited liability company, with registered office at C/Ancha del Carmen 1, 5ºA, 29002 Málaga, contact telephone number + 34 623 38 73 14, email address direccion@activacar.com, provided of the C.I.F. B02767036.

ACTIVACAR offers mobility services through the SW application developed and maintained by ECCOCAR (hereinafter, the PLATFORM). ECCOCAR offers its PLATFORM so that ACTIVACAR can offer mobility services to individuals or companies (hereinafter USERS). The services offered by ACTIVACAR on the PLATFORM may be detailed in the Operator's Specific Conditions of Use.

Modification of the conditions

ACTIVACAR may modify these Conditions at any time. In this case, the USER must accept them again to continue using the PLATFORM.

Acceptance of the Conditions

By registering on the platform, users accept all the contractual clauses established in these Conditions, in the particular Conditions of the operator, in the "Legal Notice" and in the "Privacy Policy"; that the User acknowledges having read prior to said contract.

User Registration

USERS must comply with the General Conditions, not only before obtaining the status of USER, but also during the entire time the PLATFORM is used.

Notwithstanding the foregoing, any USER may notify ACTIVACAR at any time of their intention to stop being a user of the PLATFORM. ACTIVACAR will proceed to process the withdrawal under the conditions indicated in the Privacy Policy.

ACTIVACAR may temporarily suspend or definitively terminate the condition of USER in the event that it considers that the obligations of these Conditions have been breached.

General conditions for rental services

For the rental of vehicles through the PLATFORM, the following general conditions are established:

- The reservation request through the PLATFORM grants sufficient authority to ACTIVACAR, to proceed with the collection of the rental price, and, if applicable, the amount of the deposit or other services, which will be charged to the debit or credit card provided by the user.
- Likewise, the USER expressly authorizes ACTIVACAR to charge any cost derived from its responsibilities during the rental of a vehicle. The data provided to ACTIVACAR for these purposes is encrypted to guarantee maximum security. In no case will the data provided by the USERS through the payment gateway be stored. ACTIVACAR does not save the card data provided by its USERS. ACTIVACAR will prepare and send through the PLATFORM the invoice to the USER corresponding to the rental service contracted through the Platform. ACTIVACAR acknowledges and accepts that it is solely responsible for determining any tax or fiscal obligation as a result of the income received from the rental of your vehicle.

Exemption from liability of Activacar

ACTIVACAR does everything possible to maintain the PLATFORM, but assumes no responsibility for any part of the PLATFORM that is not operational or available for a certain period of time. Likewise, ACTIVACAR does everything possible to keep its means of contact operational, but assumes no responsibility if they are out of service for a certain period of time. Likewise, ACTIVACAR is not responsible for:

- The veracity and accuracy of the data provided by the USERS.
- Death or personal injury.
- Any damage to or loss of any property left in any Vehicle.
- Cost of traffic penalties or parking fines, or other additional costs.
- The cancellation of any reservation or the withdrawal of any vehicle or other contents of the PLATFORM.
- Failure to comply with local regulations by the USER, such as regulations associated with tourism or vehicle rental. ACTIVACAR is not responsible for the result of the actions of the USERS in relation to the Contract, whether due to negligence, breach, misrepresentation or otherwise.
- Losses or damages suffered by any USER in relation to claims made by a third party.
- Loss of benefits or savings, or business opportunity suffered by the USERS.
- Any indirect loss or damage suffered by any USER. In accordance with the previous clause, the responsibility of ACTIVACAR is limited to the amount of the rental fee for each reservation made by said USERS. Each USER agrees to indemnify ACTIVACAR for losses, liabilities, claims or demands arising from any breach of these Conditions.
- Any claim by a third party (or another USER) for any content published by USERS on the PLATFORM that violates the intellectual property rights of third parties or any of the data protection clauses of this contract.
- Any theft, death or personal injury.

Rules of use

By accepting the conditions and terms of use, knowledge and compliance with the following rules of use of the service is accepted, and non-compliance may lead to a sanction or fine, all of which is included in our price policies:

- The user account will be linked to the registered owner, and it is impossible to transfer the use of it to third parties. Therefore, the transfer of your account to third parties is strictly prohibited.
- It is forbidden to carry any type of animal in the car, if it does not comply with the recommendations established by the DGT (harness, carrier... etc.). In the event that the user properly transports his pet, at the end of the service he must leave the vehicle in the same clean conditions in which it was found.
- It will be strictly forbidden to smoke inside the vehicle, being equally obliged to prevent third parties from smoking inside the vehicle.
- It is forbidden to eat inside the car.
- Do not drive the vehicle under the influence of alcohol, drugs, medications and/or any type of narcotic substance or not that diminishes or impairs your ability and ability to drive. In this sense, ACTIVACAR establishes the express prohibition of driving under any influence of alcohol, no matter how minimal and non-punishable, following the 0.0 policy (0.0 g/l in blood or 0.0 mg/l in air breathed).
- It will verify and inform through the application and prior to its reservation that the physical condition of the vehicle is correct, in such a way that it has no flaws in sheet metal and paint, visible damage and/or that the state of hygiene and cleanliness of the vehicle is suitable. You must take a photo of the ACTIVACAR vehicle and upload it through our app if any blow or damage is found before starting the service. It will be understood that the vehicle suffers from a lack of hygiene and cleanliness when residues have been deposited inside it during use, which could entail for the user one of the sanctions for non-compliance provided for in the ACTIVACAR Price Policy. In the event that damage to the vehicle prevents the normal use of your reservation, you must notify the Support team by calling +34 606 50 30 25.
- You understand that any fine, tax or requirement for negligent or improper driving for your driving at the time in which you as a user are using the mobility service, you may be required to comply with your obligations with authorities and third parties.
- The user must guarantee that the App will be in correct operation during the entire provision of a service, understood as the period between the reservation made on a chosen vehicle until it is closed, ending, therefore, the specific rental and use of it.
- Whenever a user finalizes a reservation, he will be obliged to put the car to charge in the chargers enabled by ACTIVACAR for it, and in the event that this is not possible, the support telephone number +34 606 50 30 25 must be contacted to know the procedure to follow. In case of not doing so, a sanction may be imposed according to our Pricing Policy.

Rules of use

- **Regardless of the connotations that the Criminal Order could entail, the user is completely prohibited, in order to maintain at all times the functional and aesthetic integrity of the ACTIVACAR vehicles, the execution and/or the favoring of the execution, by part of a third party linked to it, of the following activities: The theft, damage and disablement of rear-view mirrors, windshield wipers and/or any other piece or object, trim or not, located outside the vehicle; That of mirrors and/or any other piece or object, trim or not, located inside the vehicle; And, ultimately, the theft, damage and disablement of any integral part of the vehicle, located both inside and outside of it.**
 - **Do not stain the vehicle or leave residue inside.**
 - **Do not park the vehicle in areas where parking is completely prohibited.**
 - **Do not make any type of modification or repair to the vehicle, nor entrust them to a third party.**
 - **Do not transport babies or children who need approved seats, if you do not have them.**
 - **Do not leave Spanish territory, understanding the peninsula as such, using the vehicle. For this, the user will have the obligation to previously request express authorization from ACTIVACAR, through Support.**
 - **The user is obliged to make proper use of the vehicle and drive it subject to the provisions of the Law on Traffic, Circulation of Motor Vehicles and Road Safety and the Highway Code.**
 - **The user is obliged to control the autonomy of the vehicle at all times, as well as the indicators and alarms through which the vehicle system warns them of any problem or extreme that needs repair or assistance. The user must, in this case, immediately inform ACTIVACAR by telephone +34 606 50 30 25 of the notices received, as well as of any incident that may arise during the use of the vehicle.**
 - **If during use the user suffers any type of accident, which may or may not cause personal injury, but which in any case may cause damage or damage to the vehicle, you must: Communicate it immediately, as long as such communication does not entail a risk to the road safety, at the ACTIVACAR Support service by phone +34 606 50 30 25; Diligently keep all the evidence that caused the accident, the damages and defects or, where appropriate, have mitigated the damages and defects, and make them immediately available to ACTIVACAR through the person in charge of the Support service that assists you; Follow all the instructions provided by the ACTIVACAR Support staff; If necessary, request the presence of the competent authorities; In the event of an accident, the user will complete the friendly accident report that will be found together with the vehicle documentation inside the glove compartment and will subsequently send it duly scanned on the front and back, via email to soporte@activacar.com; If the user does not proceed as provided in any of the terms set forth above for the event of an accident, the user is subject to paying ACTIVACAR the corresponding financial penalty provided for in the Price Policy.**
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Rules of use

- The user to park the vehicle must observe the following rules and obligations: 1. The vehicle will be parked safely and correctly on public roads as regulated in the Traffic Code. 2. You will not be able to park the vehicle in private areas or off public roads where parking is not delimited and authorized, nor in loading and unloading areas, parking spaces reserved for people with reduced mobility or reserved as embassies and consulates, without detriment of spreading to other similar ones; It is expressly forbidden to park in basements, garages, private car parks, patios, etc. 3. Parking will take place in a place where there is a mobile data connection. 4. You will need to make sure you apply the parking brake, turn off the lights and radio, and properly close the windows and doors. 5. Do not leave personal objects, dirt or containers of any kind inside the vehicle. The forgetting of personal objects in the vehicle, except in those cases in which they allow the identification of their owner and do not imply the immobilization of the vehicle for its recovery, which would entail an attached sanction, will be considered as abandonment of the same. 6. When you are going to finish your reservation, the vehicle must be left parked in the same place where you started your reservation, in addition to leaving it plugged in and charging.
- The user is completely prohibited from using the vehicles that can be used for: Participation in sporting events or car races, whether authorized or not; Carrying out driving tests; Third party driving training; The transport of prohibited, dangerous, flammable or harmful substances for health; The commission, as author, necessary collaborator and/or accomplice, of criminal and/or administratively prohibited acts.
- Once the above instructions have been fulfilled and verified, the user, after leaving the vehicle, will proceed to terminate the service. To do this, and using the App, press the option "FINISH RESERVATION", making sure that the option is executed. If the user is not sure that the service has been terminated in the App, the circumstance may arise that the service continues to be provided, which would entail a higher cost for the user.
- Any incident, problem or accident that prevents the user from completing the private rental service agreed with ACTIVACAR must be contacted immediately, by calling Support, at the number +34 606 50 30 25, and the user must remain together to the vehicle until the technical services arrive or you are told, by Support, how to proceed.

Vehicle insurance

All the vehicles that ACTIVACAR makes available to users have been covered by a compulsory civil liability insurance policy for damages to third parties. However, the user has coverage for own damages, and there is, in the event of an accident caused and attributable to the user, an expense charged to the user for administrative management of claims and damages as set out in the Policy. of prices. You will only benefit from insurance coverage:

1. The user registered and registered in the service,
 2. That he has complied with the obligations and provisions contained in these General Conditions,
 3. That at the time of the accident he is using the vehicle through his account,
 4. And that, in accordance with what is established, communicate what happened immediately to ACTIVACAR.
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Vehicle insurance

Unless otherwise indicated, the civil liability coverage and the limitation for the driver's own damages are specifically regulated in the insurance policy of which ACTIVACAR is a policyholder, to which the regulation on the general conditions in matters of Compulsory motor vehicle insurance provided for in the Insurance Contract Law.

In the event that the user fails to comply with any of the obligations provided for in the Insurance Contract Law and this will result in the exemption of any payment by the insurer, the insurance coverage set out in the first paragraph will be without effect. Likewise, the coverage agreed in the insurance policy will be without effect when the damages to be covered were caused by the user deliberately and against the most basic principles of good faith.

If the damages to which the insurance policy signed by ACTIVACAR must cover are caused by fault or gross negligence attributable to the user or have been caused intentionally, the insurer, in accordance with the provisions of article 76 of the Contract Law Insurance, you can repeat against him the amount of compensation that he would have had to face.

Customer service and claims

If the user has any questions regarding these General Conditions, the use of the vehicles and/or about the service itself and its characteristics, or considers it necessary to make any type of suggestion, show an opinion and/or make a claim to ACTIVACAR motivated by the services it provides, you can -to this end- contact the Support department, twenty-four (24) hours a day, three hundred and sixty-five (365) days a year, either by calling the number +34 606 50 30 25 or by sending an email to soporte@activacar.com.

Pricing policy

The prices, rates and costs that will be applicable to the user for using the agreed services are determined and appear in the Price Policy. These prices include VAT at the tax rate at the time of contracting, without prejudice to the upward or downward modifications that may occur as a result of the modification of the VAT Law. Likewise, the applicable rate per minute will be shown to the user in the App, before using the service and will be charged, through the designated credit or debit card, automatically at the end of the service.

Before requesting a specific service, the user must ensure that the debit or credit card designated as a means of payment has a sufficient balance to be able to deal with the payment generated by the use of the service. In the event that said card does not have a balance, the user will assume the sanction provided for in the Price Policy for the financial expenses generated by ACTIVACAR as a result of non-payment and this, without prejudice to ACTIVACAR's right to suspend the contractual relationship and to , where appropriate, initiate the appropriate legal actions aimed at obtaining satisfaction of what is owed.

Pricing policy

The prices, rates and costs involved in the use of the services regulated here, and the penalties for breach of these Conditions, are clearly and detailedly set out in the ACTIVACAR Price Policy. The prices, rates, costs and penalties contained in the ACTIVACAR Pricing Policy may be subject to annual modification, upwards or downwards, in response to the evolution of the market, specifically in the carsharing sector.

Compensation

Provided that it is not contrary to the Law, the USER exempts ACTIVACAR from liability for any claim related to the use of the vehicles. In addition, the USER will indemnify any damage or loss that ACTIVACAR may suffer from fines and other concepts contemplated in these Conditions or for any other that is a consequence of the acts or omissions of the USER or the passengers of the vehicle.

Activacar privacy policy

In compliance with article 10.2 of Law 34/2002 of July 11, on Services of the Information Society, ACTIVACAR has included the information required by the aforementioned article and that related to its privacy policy, in its PLATFORM, in the “Legal Notice” and “Privacy Policy” sections. The USER, by accepting these Conditions, declares to know said information and accept it.

Data Protection

By accepting this Agreement, the USER grants his express consent for the collection and processing of his personal data in accordance with the ACTIVACAR Privacy Policy, available on the PLATFORM.

Partial validity of the general conditions

In accordance with article 10 of Law 7/1998, of April 13, on General Contract Conditions, the eventual nullity of any of the foregoing general conditions, its legal ineffectiveness or practical inapplicability will not affect the validity and effectiveness full of the rest of the general conditions.

Conflicts and applicable law

These Conditions are governed by Spanish law. The parties agree to submit to the competent Spanish Courts and Tribunals in case of disagreement.

The order of priority, in case of discrepancy between the different documents, will be as follows:

1. Privacy Policy.
 2. Legal notice.
 3. General Conditions of Use of Activacar.
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