

**General Terms and Conditions (GTC) of  
Trailondo, a brand of and represented  
by the**

iQnexxt Solutions GmbH

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## (§1) Product and delimitation

Trailondo is a registered trademark of iQnexxt Solutions GmbH. The following General Terms and Conditions apply only to the Trailondo product and brand and all associated business relationships between Trailondo tenants (customers), represented by iQnexxt Solutions GmbH, based in Euskirchen (hereinafter referred to as "Trailondo").

## (§2) Definitions

- (1) **Trailondo App:** is a smartphone application that provides basic functions for renting and hiring vehicles, including obtaining access to these vehicles and paying for the use of the vehicles.
- (2) **Renters** are end customers (private individuals or business renters) who use Trailondo's service, the provision of a 24/7 available vehicle fleet, for a fee.
- (3) **Renters** are business customers or private customers (peer-to-peer, ff. "P2P") of Trailondo acting with business intent who make their vehicles available for rental on the Trailondo platform.
- (4) **Rental period** is the selected time of the Hirer during which he/she is allowed to use a vehicle provided by the Rental Firm for a fee.

## (§3) Scope

- (1) These General Terms and Conditions (GTC for short) are exclusively valid for the services of Trailondo (hereinafter "Trailondo" or "service provider"), which are made available by the providers on the Trailondo platform (hereinafter "lessor") to the tenants (hereinafter "tenant" or "customer") via the use of the Trailondo app.
- (2) Trailondo provides a service that enables the tenants to reserve vehicles offered for rent by Trailondo rental companies at selected locations, to rent them and to unlock and use them within the selected time.
- (3) These GTC apply equally to end consumers/private customers and to commercial/business customers.
- (4) Commercial customer is;
  - a. who acts predominantly in the course of his business, freelance or self-employed work
  - b. who has an intention to make a profit
  - c. Any person who, as a natural or legal person, acts on behalf of a partnership or corporation with legal capacity in the exercise of his or her commercial or professional activity
- (5) The end consumer is anyone who acts with private intent and for whom points 4 a.) to c.) do not apply.
- (6) If commercial customers conclude legally binding rental transactions as defined in point 4, Trailondo's end consumer GTCs also apply to them, unless separate terms and conditions have been agreed for the legal transaction. However, there is no right of cancellation for end consumers within the meaning of the German Civil Code (BGB) for business tenants.
- (7) These GTC apply during the use of the Trailondo app and platform for the Trailondo app itself as well as for all associated sub-systems that are technically necessary for correct business

processing and that appear in the system network of the Trailondo app and platform even if they are not directly visible for every party

- (8) Furthermore, these GTC also apply when customers use the rental services of Trailondo landlords on the Trailondo platform. Individual agreements within a rental transaction by the rental companies on Trailondo are possible in principle, provided that customers on Trailondo are not placed in a worse position by individual GTC of the rental companies. This applies in particular to agreements on insurance cover, excesses in the event of damage and others. These deviations must be taken from the general terms and conditions of the rental companies on Trailondo for each rental and confirmed individually in the Trailondo app when the rental contract is concluded.
- (9) The Trailondo GTC can be viewed and downloaded at any time on the homepage at <http://trailondo.com> and in the app.
- (10) Trailondo is a registered brand name of iQnexxt Solutions GmbH and is represented by the same. For the conclusion of contracts via the Trailondo platform by end consumers within the meaning of § 13 BGB (German Civil Code), the Trailondo GTC always apply. The GTC of iQnexxt Solutions GmbH only apply to business customers and customers in the exercise of their commercial activity, insofar as they are not considered consumers in the sense of § 13 BGB.

## **(§4) Business model**

### **(1) Trailondo platform**

The Trailondo platform and application offers rental companies the opportunity to offer their vehicles on the Trailondo Community for a fee. Trailondo only acts as a service intermediary between rental companies and tenants. Renters have the option of renting a vehicle listed on Trailondo around the clock for a fee at any time, provided availability is guaranteed.

In addition to brokering the rental transaction, Trailondo also takes on the task of checking the driving license for the tenant, controlling access to the selected vehicle, taking over the payment processing between the landlord and the tenant, as well as the correct handling of the rental transaction. Furthermore, Trailondo supports tenants and landlords in the settlement of claims in the event of damage.

Trailondo charges an agency fee for the above services, which is already included in the prices quoted.

Tenants have the option of booking additional services, such as extended insurance benefits, before the start of the rental period.

### **(2) Formation of a contract**

#### **I. Registration**

Registration on the Trailondo platform and in the Trailondo app is free of charge. The data protection provisions and data privacy policy of iQnexxt Solutions GmbH apply.

### (3) Rental contract and subject matter of the contract

A rental contract between the renter and the rental company is only concluded when a renter books a selected vehicle, confirms the booking and makes payment using the offered means of payment (e.g. credit card). The rental contract is never concluded between Trailondo and the renter, but always between the renter and the respective rental company. All rental companies offering vehicles on Trailondo agree to the general rental conditions described below in these terms and conditions. These include, among other things, important regulations on rental times, exceeding rental times, calculation of additional rental time, the calculation of deductibles in the event of damage, deposit payments and other points. Any deviations from these conditions can be found in the individual terms and conditions of our rental companies.

### (4) Liability for Trailondo Rental Terms and Conditions

Rental companies that offer their vehicles on Trailondo must offer our customers (renters) the same basic terms and conditions as described below. Nevertheless, the general terms and conditions of the respective business or private rental company apply to every rental transaction. Even though Trailondo takes the utmost care to ensure that the Trailondo community complies with them, Trailondo is not liable for any deviations of the landlord's GTC from the Trailondo GTC. Therefore, the GTC of each rental company must be checked urgently in each individual case. These are available for download and viewing for each individual vehicle rental in the Trailondo app. When a contract is concluded, the renter always agrees to the General Terms and Conditions of Trailondo represented by iQnexxt Solutions GmbH and those of the respective rental company with a manual confirmation during the booking process. In principle, the providers on Trailondo are obliged to offer their vehicles under uniform conditions. These include, among other things, the duration of the rental units (4 hours as the smallest time unit) and the basic waiving of a rental deposit.

With the conclusion of a contract, every Trailondo customer simultaneously confirms the Trailondo terms and conditions and those of the respective rental company. Any liability by Trailondo for deviations is hereby excluded.

### (§5) Information for the consumer

- (1) **Contractual language:** For the European business area the contractual language is German
- (2) **Storage of data:** Trailondo reserves the right to store and process customer data and data records for each rental. In doing so, the retention periods according to DSGVO and BDSG as well as the rule for commissioned data processing (ADV) or the European GDPR are strictly adhered to. The data protection regulations of iQnexxt Solutions GmbH apply, which can be viewed at <http://iqnexxt.com>.
- (3) **Customer data:** Customer data can be viewed at any time on the Trailondo platform. If a customer profile (account) is deleted by pressing the logout function in the app, we reserve the right to retain the customer account for a period of 3 months. If no new registration is made on Trailondo during

this period, we will permanently delete all customer data. Only data required by tax law for proper accounting, to which we are legally obligated, will be stored longer in accordance with legal requirements.

- (4) **Conclusion of a rental contract:** By registering on the Trailondo platform, the renter accepts the Trailondo General Terms and Conditions and the data protection regulations. A rental contract is not concluded with the registration and opening of an account. Only when booking a selected vehicle from one of the Trailondo rental companies by activating the "book now" button in the Trailondo app does the renter enter into a legally binding transaction.
- (5) **Reservation and rental:** If a customer has rented a vehicle and thus reserved it, it will be ready for collection at the selected location at the time of rental. The specified location may differ by approx. 100 metres. The vehicle can be finally located via the app at the earliest 10 minutes before the start of the vehicle rental.
- (6) **Right of withdrawal by the landlord:**
  - (1) **Cancellation due to disruptions or deviations in the free-floating procedure.**

Trailondo supports the free-floating procedure (in the Metro tariff), which makes it possible to book and park vehicles in larger areas (e.g. in inner-city areas or conurbations). This can result in a vehicle not being directly available despite a booking or the actual pick-up location deviating by a few kilometres from the original location. If an alternative vehicle cannot be made available by the rental company or Trailondo in the specified time, the rental company may cancel the rental. In these cases Trailondo will try to find a suitable vehicle as a replacement from various rental vehicles. If the rental company cancels the rental, Trailondo will always refund the entire rental price.
  - (2) **Cancellation due to vehicle delays or force majeure**

Despite the active disposition and management of the vehicle fleet by the rental companies on Trailondo, cancellations may occur in individual cases, e.g. due to the delay of a vehicle (late return by the previous renter) or due to the unexpected occurrence of a case of damage (accident, damage). In the event that the driving ability of a vehicle is impaired, the lessor is entitled to cancel the rental. In this case Trailondo will also refund the full vehicle rental and offer alternative vehicles via the app. Trailondo's liability for costs and expenses incurred by the renter due to cancelled rental contracts is hereby excluded.
  - (3) **Cancellation due to user behaviour** Landlords as well as tenants (users) of the Trailondo platform are evaluated in their behaviour via an internal evaluation system. If a landlord or Trailondo detects increased misconduct against the terms and conditions of Trailondo or its landlords when a tenant uses the platform, Trailondo reserves the right to immediately cancel a user's rental contract and block new rentals in the Trailondo app. This can happen as a result of detected wilful destruction or damage to vehicles, the deliberate parking of vehicles in a no-stopping zone or in unauthorised areas, or the leaving of vehicles in a dirty/damaged condition and, in general, any infringement of the general terms and conditions of Trailondo or its rental companies.
- (7) **Right of withdrawal for end consumers**
  - (1) End consumers within the meaning of the BGB have a statutory right of withdrawal

- (2) Pursuant to § 312 BGB para. 2 no. 9, however, the statutory right of withdrawal does not apply to services in the field of accommodation (other than residential purposes), transport of goods, motor vehicle rental, the supply of food and beverages and the provision of other services in connection with leisure activities, provided that an individual period is stipulated for these services.
- (3) Revocation of scheduled services
- i. Right of cancellation up to 24 hours before the start of the rental:** Trailondo generally grants its customers a right of cancellation up to 24 hours before the start of the rental. The date of issue and the time stamp of the respective digital key, which is delivered as part of the rental, are decisive. Trailondo will then refund its tenants the entire rental price in the event of cancellation via the previously selected means of payment.
  - ii. Right of withdrawal less than 24 hours before the start of the rental:** For daily or multi-day rentals: Trailondo also grants withdrawal from the rental contract in this case but collects an amount equal to a full day's rental. The difference in the case of multi-day rentals will be refunded to the tenant via the previously selected means of payment. Individual arrangements with the landlords are possible. Conditions for this must be taken from the individual general terms and conditions of the landlords. In the case of individual agreements between the landlord and tenant, there is no entitlement to reimbursement of costs by Trailondo.
  - iii. Right of cancellation less than 24 hours in advance for hourly rentals:** If the cancellation of a spontaneous hourly rental or the cancellation of a multi-hour rental (more than 4 hours) is made with less than 24 hours notice, Trailondo will charge the price for a rental of 4 hours of the respective vehicle.
  - iv. Further information on cancellation:** For all other cases, Trailondo would like to inform its consumers about the right of cancellation in chapter 12 of these GTC.
- (8) **Price quotations:** All Trailondo price quotations always include the end customer price including the statutory VAT in the corresponding country of rental. Please refer to the local regulations for the country-specific VAT rates. For Germany, the current VAT rate (as of 2022) is 19%. In addition, all fees are already included. The prices shown are therefore end consumer prices within the meaning of the German Civil Code (BGB).
- (9) **Price changes:** Trailondo reserves the right to change prices at any time. However, price changes during a vehicle rental are excluded.
- (10) **Price composition:** The prices for renting vehicles are set by the vehicle owners and vehicle rental companies on Trailondo. Trailondo charges a commission already included in the rental price for brokering the rental transaction. Trailondo has no influence on the rental price itself. The Trailondo rental companies are solely responsible for the pricing of the vehicle rental.
- (11) **Invoicing:** There is no automatic invoicing of the paid rental contracts. If an invoice is required, this must be requested by the renter at the time of the vehicle rental, but at the latest at the end of the rental with a confirmation on "I need an invoice" in the app. The Trailondo rental companies will then issue a qualified invoice within 7 days and make it available for download on the platform. Trailondo itself does not charge its tenants any direct rental fees. Brokerage commissions and fees are calculated via the visible end customer price. All taxes are included in this price. Trailondo is not liable for the correctness or availability of invoices provided by landlords.

(12) **Contractual partner:** The contractual partner of the renter is always the respective business or P2P rental company from which the rental of a vehicle takes place.

## **(§6) Use of the platform**

### **(1) Registration**

- (1) Registration on Trailondo is generally only permitted from the age of 18 and only permitted to customers who are also in possession of a driving license of at least class B (cars and vehicles up to 3.5t) or at least the corresponding vehicle class for the rental project (A, M, T and others).
- (2) Registration takes place exclusively via the Trailondo app, which is available for download in the respective app stores for most popular smartphones with Android and iOS operating systems.
- (3) For security reasons, registration is only possible with a smartphone and a valid email address. During the process, Trailondo sends SMS messages to the specified mobile phone number for verification purposes.
- (4) The tenant is obliged to provide the following information truthfully and completely
- (5) During the registration process Trailondo carries out a driving license check via an external provider. In this process, the renter is asked to have his identity verified by means of the driving license. During the pre-selection of the driving license, the renter is obliged to select any classes correctly. If the hirer is in possession of higher driving licence classes (e.g. HGV class C or similar), these classes must be stated truthfully in the preselection. A false statement will lead to the rejection of the driving license. Only driving licenses in credit card format are accepted (EU driving license). If tenants are in possession of the older "paper driving license" (red or grey), they are instructed to exchange their driving license for the new format at the competent authority. Old driving licences issued before 01.01.1999 will not be accepted.
- (6) Registration is always personal. It is not permitted for a registered account to be used to act on behalf of other persons. The use of a personal, already activated account by unauthorised persons or the making available of an existing account to third parties constitutes an abuse, which is accompanied by immediate exclusion from insurance cover and the prohibition of the use of the platform and its services.
- (7) Driving license: Trailondo uses artificial intelligence to check the driving license classes and only makes vehicles available for booking that may also be booked with these driving license classes. Nevertheless, the responsibility for driving a vehicle always lies with the renter. Due to the many different possible combinations of vehicles, different vehicle masses and permissible total or trailer and towing weights, automation is difficult. The vehicle preselection created by the Trailondo app therefore does not claim to be complete. Especially in the case of trucks and/or trailers, it is up to each renter to determine the maximum permissible total weight or fleet weight in combination of vehicle (car or van) and trailer based on the determination of the total vehicle mass and trailer load. Trailondo provides a link to the FAQ (Frequently Asked Questions), which offers an initial indication of possible vehicle classes and possible combinations. Trailondo provides all vehicles that may be driven according to the driving license class. Liability for incorrectly

determined permissible total masses and associated actions contrary to the road traffic regulations or resulting driving bans (driving without a driving license) is hereby expressly excluded. The obligation to check whether a vehicle may still be driven in combination with a trailer and/or load is thus solely incumbent on the hirer of the vehicle.

- (8) Driving license test: Trailondo stores the driving license for 3 years from the first driving license test, unless the tenant deletes his account prematurely or revokes the data storage. If a renter obtains a higher driving license class in the meantime, which also entitles him/her to drive larger vehicles, the renter can order a driving license test during the year. During the fully automated driving license check, the lessee must photograph the front and back of his driving license using a smartphone camera and take a selfie of his face. The registration will depend on the quality of the photographs and the technical conditions. Liability for unsuccessful tests is excluded. After a successful check, the renter will receive a message via the green "verified" button within the application. If a driver's license is not recognised or cannot be verified, the renter will be informed of this.
- (9) If a renter loses his driving license, he must inform Trailondo immediately. Use of the services is expressly prohibited if a driving license is not available or has been temporarily withdrawn or if a driving ban has been imposed.
- (10) Data security during document verification; Trailondo only uses market leaders when verifying customer documents. There is no further processing of personal data. The landlords on Trailondo cannot view the personal data, but can only contact Trailondo customers in an emergency. The data remains encrypted on the Trailondo platform. Tenants can find more information about the handling of data and compliance with the ADV and EU-GDPR on the homepage of Trailondo.com and iqnexxt.com under "Data protection".
- (11) The use of the tenant account is exclusively personal. Access to the account is secured by means of 2-factor authentication. It is the customer's responsibility to avoid misuse of the account and user data. Any misuse of data or misuse of an account must be reported to Trailondo immediately. Trailondo recommends that its tenants use PIN entry protection on their smartphones to prevent unauthorised app access as far as possible. Accounts are not transferable to other persons.
- (12) Registration on Trailondo is free of charge for tenants at all times. Registration without using the Trailondo app, e.g. via PC, is not possible. When registering, the tenant can also use their "social media logins" of all common providers (such as Google or Facebook). The data protection regulations of Trailondo and the respective service providers apply.
- (13) The deposit of an electronic means of payment (credit card) is obligatory for the payment of the services. With successful registration, the tenant confirms that he/she is authorised to use the means of payment.
- (14) With successful registration on Trailondo and successful verification of account and driving license, a legally binding contractual relationship in the form of a framework contract is created between the renter and Trailondo. This contractual relationship is basically free of charge and can be terminated at any time by either party without giving reasons. Only with the conclusion of a binding rental transaction (individual service certificate) does the renter enter into a contract, which is accompanied by one-off rental costs for each rental of a vehicle. Further costs may be incurred due to non-compliant behaviour (damage, soiling, illegal parking contrary to the guidelines, lateness, etc.). These can be found in the General Terms and Conditions.



- (15) If Trailondo detects misuse of an account or if the account holder (renter) becomes conspicuous on the platform through behaviour contrary to the specifications in these general terms and conditions, Trailondo is entitled to block the renter and to immediately cancel outstanding vehicle rentals. In this case, further use of the platform and services is the sole responsibility of Trailondo and cannot be claimed by the renter.

## (2) Conditions of use

- (1) Trailondo services can only be used by tenants via the app.
- (2) With the registration and the driving license check, the renter gets access to all available vehicles according to his driving license classes.
- (3) By operating the location selection or by authorising location access through the app, suitable vehicles can be selected by the tenant and their availability can be queried
- (4) Available vehicles can always be rented for the period indicated as available.
- (5) By confirming the Trailondo GTC, the rental company GTC, the data protection regulations and by subsequently pressing the "Book" button in the app, a vehicle is booked and the corresponding rental amount is retained via the deposited means of payment. The renter thereby confirms a legally binding individual contract (individual service certificate) for the duration of the rental between the user and Trailondo as agent and renter and the respective vehicle provider.
- (6) In addition, the hirer can book further optional insurance services for which a further fee may have to be paid
- (7) The renter will be informed of the final location of the vehicle at the earliest 10 minutes before the start of the rental. Trailondo differentiates between "on-spot" rental, in which the renter picks up the vehicle where he/she also returns it (radius 100m) or "metro" rental in free-floating, in which the renter can rent and park the vehicle in an extended radius (depending on the vehicle, up to 10km, e.g. urban area). In the case of On-Spot rental, the hirer will find the vehicle at the location where he/she booked it. These are usually fixed parking spaces such as car parks (like in front of DIY stores, furniture markets, car repair shops, self-service markets, etc.) or dedicated parking spaces. With the Metro model, the vehicle can be parked within an extended radius. It is then up to the tenant to decide whether he wants to collect the rented vehicle or whether it is parked too far away and he would rather cancel the rental and rent another vehicle.
- (8) After arriving at the vehicle and at the earliest when the rental period begins, the renter has the option of opening the vehicle via the Trailondo app or making it available. Pressing the "Open vehicle" button either opens or closes the vehicle, depending on the vehicle:
  - a. A radio lock (on the trailer)
  - b. A radio-controlled keybox (for a van or car)

which then open the vehicle. The renter thus gains access to the vehicle and can use it within the rented time. If a keybox is used, the key of the vehicle is located in an inlay inside the keybox. The Hirer can thus gain access to the vehicle and the key, if technically necessary. For the duration of the rental, the technical access systems can be unlocked and locked at any time.

- (9) The renter must take pictures of the vehicle (before/after) using the app before starting the rental and after finishing the rental. These are evaluated by means of artificial intelligence in order to

avoid damage to the Trailondo fleet. The renter is obliged to make his statements truthfully and in accordance with the app. If attempts at deception are detected, Trailondo is entitled to charge an extended lump sum of € 100.00 in the event of damage.

- (10) Damage report: If the tenant discovers damage before the start of the rental period, he/she is obliged to report this to the landlord immediately. The tenant is requested to do this in the app before the start of the rental period. If damage is not reported, the tenant may be held liable for any damage not reported. Therefore, the tenant is obliged to strictly adhere to the damage reporting process.
- (11) In order to avoid damage (damage to Trailondo vehicles) or avoidance through expenses in the event of damage to third parties (liability damage and excess), the hirer is free to take out additional insurance that indemnifies the hirer in these cases of damage. If no insurance is taken out, the Hirer shall be liable either for the full damage (trailers without fully comprehensive cover) of the Rental Firm, but at least with an excess of either € 500.00 (trailers) or € 900.00 (cars, vans, others), if the damage exceeds the excess. However, for each damage at least an expense allowance of 100€ is due, which is to be paid directly. However, individual agreements with the lessor are possible.
- (12) Trailondo and its partner rental companies do not require a rental deposit and trust in the responsible handling of the vehicle fleet. Nevertheless, in the event of damage, excesses and flat-rate costs for processing the damage can also be charged subsequently by the rental company via the deposited means of payment. Tenants can find details of these regulations in the respective general terms and conditions of the Trailondo partners.
- (13) Insurance of the vehicles: The majority of the Trailondo fleet is provided by professional rental companies. Therefore, all vehicles on Trailondo ALWAYS have legal liability insurance. For more than 80% of the vehicles, there is also partial casco insurance, which covers theft damage or damage caused by game. However, not all vehicles on Trailondo are fully insured. This means that in the event of damage, the hirer must pay for the damage unless extended insurance has been booked. In individual cases, this can lead to complete financial compensation for the damage. In the case of a total loss of a trailer, the amount of damage can range from 3,000.00 € (standard trailer 1300kg) to 10,000.00 € (horse trailer) or even 50,000.00 € (transporter/small truck). If in doubt, the hirer should contact the Trailondo partner rental company and ask about the current insurance status. Optionally, there is the possibility of taking out additional insurance, which is associated with additional costs and is added to the rental price.
- (14) The Hirer is obliged to handle the locking devices (radio locks or remote key boxes) with care and to store them safely and securely in the car or transport vehicle for the duration of the rental. Locking devices must be securely secured against flying around (e.g. storage in the glove compartment).
- (15) Should the vehicle be left, the renter is obliged to lock it properly at all times. The liability for infringement and costs incurred as a result (e.g. due to theft, vandalism) shall be borne solely by the buyer.
- (16) During the rental period, the Hirer may lock or unlock the vehicle at any time. If the rental period is extended due to delay, the vehicle can also be locked/unlocked during this time.
- (17) The hirer has access to the vehicle registration document of each hired vehicle from the moment of hire. For vehicles equipped with a KeyBox (preferably transport, cars, commercial vehicles,

etc.), the vehicle registration certificate is located in the KeyBox or directly in the glove compartment. This may only be removed for documentation purposes in the event of accidents or police checks. The hirer undertakes to always place the vehicle registration document exactly where it was previously located after removing it. Any loss of the vehicle registration document shall be accompanied by a lump-sum cost and handling fee in accordance with § 6 S4, Para. 1 and must be paid immediately. When renting trailers, the vehicle registration document is stored digitally and can be retrieved in the app at any time. According to the STVO, a driver is obliged to carry the vehicle registration document in paper form. Since digitization in Germany and other countries is still lagging behind, the local authorities have not yet found a solution. Experience shows that not having the physical vehicle registration document can result in a warning fine of €10.00 (In Germany). Trailondo renters who rent a trailer expressly agree to pay this fine themselves in the event of a police check. As a rule, however, the digitalized vehicle documents in the app are accepted by the police. If the renter pays the warning fee, Trailondo will reimburse the warning fee upon presentation of proof from the police. There is no legal entitlement to reimbursement of the fee. By renting a trailer on Trailondo, each renter confirms that they are aware of the risk and that they do not wish to carry a physical vehicle registration document. The maximum warning fine in Germany is exactly 10.00€ (as of 01.08.2022) according to § 48 No. 5 of the Vehicle Registration Ordinance. If a vehicle is used in Germany or abroad, the hirer alone is liable for any warning fines incurred by using the vehicle without carrying the original vehicle documents.

- (18) If a vehicle registration document is stolen during the rental period, the renter is obliged to report the theft and to inform Trailondo and the respective renter immediately via the emergency number provided. If the theft is not reported, the tenant is liable for all consequential costs incurred by the landlord through official processes.
- (19) If a rented vehicle is stolen, the renter is obliged to report this theft to the police as soon as it is discovered and to inform Trailondo and the rental company of this.

### **(3) Termination of the lease**

- (1) At the end of the rental period, the renter parks the vehicle either at the pick-up location (On-Spot or On-Spot station) or within an approved radius (Metro area) and locks it securely. The renter must select and press the "End rental" button in the app. Only pressing the button in the app terminates the rental agreement. If the "End lease" button is not pressed, the lease is automatically extended. The extension of the rental is accompanied by corresponding rental costs, which are automatically collected from the deposited means of payment. The renter is obliged to terminate each vehicle rental by app at the end of the scheduled rental period. In the event of late return, flat-rate charges will be due, which can be found in these GTC in chapter § 6 S4, para. 1. A rental process is therefore only deemed to be completed when it has been terminated by the Hirer via the App. The App reminds the Hirer continuously by notification and by e-mail if a vehicle rental has not been completed. The Hirer is obliged to terminate the vehicle rental immediately after the end of the rental period and after the vehicle has been returned.

- (2) Use of the app always requires a sufficient radio signal (2G/3G/4G/5G) on the smartphone, access to the data network and authorisation for partial location access. If location access is not granted, this may impair the function of the app.
- (3) If the termination of a rental is not possible for technical reasons, the tenant is obliged to contact Trailondo's customer service by e-mail or directly to the landlord. At the same time, it is possible to contact the landlord via the app and callback number, who can terminate the rental at any time. If there is a technical problem on the Trailondo platform or connected subsystems and this can be proven, and if a service impairment is demonstrably not due to the malfunction of the renter's smartphone or the radio supply of his device, additionally charged rental expenses will be credited. A credit note can also be issued by the lessor. In any case, no automatic credit will be issued by Trailondo or the landlord. There is no legal entitlement to a credit note. The hirer has the burden of proving that the service has been impaired.
- (4) There is no access to the vehicle after the end of the rental. It is imperative that the renter locks the vehicle before the end of the rental period (via app on the locking device, e.g. electronic padlock or radio access to the vehicle). Re-locking is no longer possible after the end of the rental period and requires the vehicle to be rented again. Furthermore, the Hirer is obliged to place the keys of the vehicle back in the key box before the end of the rental period (if removed from the key box), as otherwise locking the vehicle is not possible. In the case of vehicles secured with an electronic lock, the vehicle must be locked by means of the locking mechanism and the fitting of the lock. It should be noted that the lock can be locked at any time by engaging the safety catch, but cannot be opened after the end of the rental period. The hirer is therefore advised to leave the lock open for the entire rental period and only lock it at the end of the rental period.
- (5) Provisional end of rental; If a rental is provisionally terminated, the Hirer or the Rental Firm (in consultation with the Hirer) may terminate the rental on the Platform. The vehicle in question will then become available again on the platform for other renters. In this case, no reimbursement of lost rental time will be made. Special arrangements with the lessor remain unaffected by this. However, these take place directly between the renter and the rental company and outside the Trailondo platform.
- (6) The parking of the rented vehicles always takes place according to the specifications of the lessor. In principle, it is prohibited to park vehicles in the following areas (prohibited zones):
- a. No stopping zones or restricted no stopping zones
  - b. Crossing areas
  - c. In front of entrances and exits
  - d. In disabled parking spaces or other special parking spaces
  - e. In front of fire brigade entrances or other special entrances

- f. In unguarded industrial areas
  - g. Outside built-up areas
  - h. In areas where it can be assumed that there is no mobile phone coverage (underground garages, garages, deep valleys, forests, country lanes or other areas outside civilised areas).
- (7) If parking in prohibited zones or in zones outside of rental stations or defined areas is determined by Trailondo and a new placement of the vehicle must be carried out by Trailondo or the rental company, the renter must pay a flat-rate cost of 120€.
  - (8) If vehicles are parked in prohibited zones, the tenant is liable for consequential costs (administrative offences) in full and must also pay an administrative fee of € 30
  - (9) The Hirer is obliged to park the used rental vehicles properly at all times. The Hirer undertakes, in particular in the case of trailers, to uncouple and park a vehicle with the aid of the proper use of the jockey wheel and to secure the vehicle/trailer against uncontrolled rolling away during parking and loading.
  - (10) Loss of locking devices; If Trailondo vehicles are equipped with locking devices that are not permanently installed (e.g. Trailondo Magilock radio lock) and if defects demonstrably caused by the customer occur with these locking devices (rolled over by the vehicle, broken cylinders, destroyed electronics, broken shackle, water damage, complete loss), the locking system must be replaced immediately. The costs for this amount to € 420 plus delivery and € 50 set-up fee.
  - (11) Vehicle live tracking: All vehicles on the Trailondo platform, including trailers and commercial vehicles, are permanently connected to the internet via the mobile network. This is technically necessary to ensure the constant readiness of the fleet. Trailondo vehicles continuously send technical information to the system platform in the form of so-called system events. This involves analysing vehicle-specific data that is relevant to the system (tyre pressure, lighting status, distances travelled, operating hours, etc.). Trailondo uses data records without personalisation. However, it is possible for every rental company to carry out a localisation in exceptional situations such as delays or critical system events (accident detection, enormous exceeding of speed limits, overloading, etc.) in order to either carry out a breakdown service or to detect a theft or damage event. By using the vehicles of Trailondo's partners, the renter expressly agrees to the use of the technical data by Trailondo and, in exceptional cases, to access to the vehicle data by the rental company.
  - (12) To avoid excessive wear and tear and prevent accidents, the modules installed in Trailondo vehicles have a high level of intelligence that detects accident scenarios or excessive speed. Since transport vehicles such as small trucks and trailers in particular are often used beyond their capabilities (or those of their drivers), Trailondo vehicles send corresponding system events to the platform. In the event of sustained significant speeding or detected inappropriate driving (trailers travelling at high speed over uneven or rough terrain, significant overloading, extreme speeds and acceleration) Trailondo reserves the right to make these events available to the rental companies. The renter agrees to the use of this data when using the platform. This data can then be used to better evaluate damage patterns, for example.
  - (13) If self-propelled vehicles with internal combustion engines or electric motors, including vans (Sprinters), cars, motorbikes, e-bikes or similar are returned, this must always be done in a fully fuelled or charged condition. If a renter does not return a vehicle with a full tank, Trailondo will

charge the flat rates defined in § 6 S4, Para. 1. This does not apply if the vehicle has only been driven 20 kilometres. In this case, refuelling is not necessary and is included in the rental costs. The recorded measured values of the Trailondo modules are decisive.

#### (4) Improper use of the vehicles or damage due to accident

(1) The following flat-rate costs are incurred in the event of improper use of the Trailondo fleet and are to be paid immediately and without delay upon discovery by means of the deposited means of payment or bank transfer and depending on the transaction either to Trailondo or the rental company:

Repositioning of a vehicle due to parking outside permitted areas	120 €
Loss of or damage to a locking system	420 € plus 50€ set-up fee
Cleaning the vehicle due to pollution	120 € or according to expenditure
Lump-sum expense allowance in the event of damage	100 €
Administrative fee Administrative offences	30 €
Excess in the event of damage to the vehicle, theft or third party damage, unless additional excess insurance has been taken out.	100 € lump sum per damage, for trailers max. 500€ excess (partial/liability damage), for vans, small trucks/others up to 900€.
Loss of vehicle documents / vehicle registration	Flat rate fee 100€ plus new creation fee 50 €.
Demolition of the on-board electronics (if the standard wiring harness on a trailer can be replaced).	95€ cable set plus 85 € installation flat rate or according to expenditure
Vehicle not returned with a full tank (if 21 kilometres are exceeded)	65€ flat rate plus refuelling costs

(2) Invoices are only issued electronically. If a tenant requires an invoice from the Trailondo rental company, this must be indicated in the app with the button "I need an invoice" before the start of the rental. The Trailondo rental company will then create an invoice electronically and store it in the tenant's app access as a download. The renter alone is responsible for the accuracy of the information. Trailondo accepts no liability for the invoicing or errors that occur in the invoicing by the landlord. Tenants on Trailondo expressly agree to the provision of invoices exclusively in electronic form. The use of a paper invoice is excluded.

## **(5) Behaviour in the event of a claim, accident or breakdown**

- (1) If an accident occurs during the vehicle rental, the renter is always obliged to inform the rental company immediately of the accident damage. To do this, the hirer must contact the emergency number provided and record the extent of the damage to the vehicle using the app. If the rented vehicle can no longer be driven and has to be towed away, the renter bears the costs.
- (2) If an accident with damage to third parties or even personal injury occurs during the vehicle rental, the hirer is obliged to inform the local police authority in any case and to record the damage pictorially. The scene of the accident must be secured with a warning triangle, other road users must be warned and the hirer is obliged to behave strictly in accordance with the provisions of the STVO. In addition, the renter undertakes to inform the rental company and Trailondo immediately of the damage in any case. In the event of damage to the vehicle and accessories, the renter is in any case liable without restriction and in full for all damage that is not covered by insurance. The renter is free to insure his risk with appropriate insurance rates on Trailondo.
- (3) In the event of damage or breakdown, the hirer always assumes the costs for the onward transport of his load as well as the liability for damage to his load. Liability on the part of Trailondo or its lessors is excluded here.
- (4) Vehicles offered on Trailondo are insured with at least the statutory minimum liability sums, which as a rule amounts to € 7.5 million for personal injury, € 1 million for property damage and € 50,000 for financial loss. The hirer is free to book additional cover via Trailondo. In many cases, however, the amount of cover is higher. Renters are obliged to inform themselves in detail about the regulations of the individual rental companies in the respective rental company terms and conditions before the start of the journey and, if necessary, to take out higher insurance cover themselves. This can be done via Trailondo offers or via your own additional insurance. Trailondo and its rental companies are not liable for more than the sum insured under the vehicle insurance policy.
- (5) In the event of a breakdown, the Hirer must comply with the requirements of the STVO and is obliged to inform the Rental Firm immediately in the event of a breakdown. If it is not possible to continue the journey or to repair the vehicle on site, the hirer shall bear the costs of transporting the vehicle back. If the breakdown is the fault of the Hirer (e.g. due to negligent or intentional behaviour, inappropriate or careless driving, incorrect loading, lack of load securing, etc.), the Hirer shall bear the full cost of repairs to the vehicle without restriction.
- (6) Costs for repairing punctures are always to be borne by the hirer, unless the lessor can be proven to have acted negligently (e.g. in the case of severely outdated tyres or tyres that are worn excessively and beyond the legal minimum tread depth on the vehicle). In this case, too, the breakdown must be reported to the lessor immediately. However, the hirer is free to have the puncture professionally repaired by a third party (e.g. breakdown service such as AVD, ADAC or similar). The costs will be borne by the renter in this case as well.
- (7) The settlement of flat-rate costs or repair and installation expenses shall, if possible, be made according to standardised rates as described in Chapter § 6 S4, Para. 1. If higher expenses are incurred, these shall be paid to the Lessor immediately. By agreeing to these GTC, the Lessee expressly agrees that the deposited means of payment may also be used for the settlement of damages and may be debited accordingly after damage has been ascertained. After debiting the means of payment, however, the Lessor is obliged to prove the respective damage by means of cost invoices and to make these available to the Lessee. The landlord is not permitted to charge

costs to the tenant without a proper invoice and only on acceptance. The exception to this are obviously documented damage patterns resulting from section § 6 S4, para. 1, which can be charged with one-off, standardised cost lump sums.

- (8) If the renter suffers damage as a result of a breakdown with a vehicle, Trailondo or its rental companies are always excluded from liability for damage to the renter, even if there was unforeseeable previous damage to the vehicle which caused or promoted the occurrence of the damage.
- (9) Before the start of the rental period, the renter is always obliged to carry out a thorough visual inspection of the vehicle for apparent damage, in particular to the lighting and fastening devices. If the hirer suffers damage due to a defect in a vehicle which could have been detected by prior visual inspection before driving, Trailondo or its lessors are not liable. This applies in particular in the case of highly stressed parts such as lashing eyes, opening and closing mechanisms on vehicles or other vehicle parts, which must always be checked for correct functioning before use.

## **(6) Passing on, renting to third parties**

Renting a vehicle via Trailondo is always linked to a personal account. Passing on the vehicle to unauthorised third parties is prohibited. If the vehicle is nevertheless passed on, the hirer accepts all liability for any damage caused by third parties using the vehicle. The subletting of Trailondo vehicles is expressly prohibited.

## **(7) Further terms of use**

- (1) Tenants are obliged to inspect the vehicle before commencing the rental. In doing so, the following points must be strictly observed
  - a. Checking the general condition of the vehicle
  - b. Check the correct function of the lighting (especially for trailers and in combination with towing vehicles/trailer combinations).
  - c. Testing the vehicle doors and flaps
  - d. Checking the tyres/rims and equipment (locking systems, couplings, plugs) for apparent damage
- (2) Hirers are obliged to secure the load professionally and adequately. Suitable material (ratchet straps, lashing straps, quick-release straps) must be used, taking into account the maximum tensile forces, which can withstand the stresses caused by the load. Existing lashing eyes must be used for loading. Overhanging loads must always be marked. The transport of loads is only permitted in compliance with the conditions of the road traffic regulations.
- (3) Various loads are generally excluded from transport
  - a. Toxic substances or chemicals
  - b. Operating materials such as fuels or heating fuels incl. all types of gas, oil, alcohols or other easily combustible liquids.



- c. All types of substances that must be declared as dangerous goods transport according to the definition of the Road Traffic Regulations.
  - d. Residual waste or odour-intensive waste that is not packaged in a waterproof and odour-proof manner
  - e. Hazardous waste, or else fibrous materials and waste containing asbestos (such as cement slabs or building rubble contaminated with it).
  - f. Live animals (with the exception of suitable animal transporters such as horse trailers or similar).
  - g. All types of unpackaged organic matter or products thereof with the exception of green waste from gardens
- (4) If possible, the load must always be packed (e.g. garden waste bags) and placed on/in the vehicle. If repackaging is not possible, transport is only permitted if the vehicle is thoroughly cleaned afterwards.
- (5) The vehicle is always returned "swept clean". If improper use or excessive internal or external soiling is detected, Trailondo or its lessors will charge a lump-sum fee as described in § 6 S4, Para. 1. If the cleaning costs cannot be settled with the lump sum, the actual cleaning costs plus travel costs will be charged according to expenditure.
- (6) The overloading of vehicles is to be avoided in any case and is expressly prohibited. It is the responsibility of each hirer to comply with the loading limits, also with regard to the permissible total weight of a vehicle combination, in all cases. Trailondo also monitors its fleet for the loading condition by means of electronic modules and reserves the right to subsequently charge for damage to vehicles that can be proven to be caused by overloading.
- (7) Trailers may only be coupled and uncoupled in accordance with Trailondo's instructions. If adapter plugs are necessary for the operation of a trailer, the renter must provide these (if not provided by the rental company). The hirer is obliged to check that the trailer support wheels, loading supports, lashing eyes, tarpaulins and bows are in proper condition (support wheel/ supports raised and secured) before setting off.
- (8) Should the Hirer determine that a vehicle is unfit to drive or any other damage to the vehicle which impairs the operational capability or compliance with the STVO or the proper use of the vehicle, the Hirer is obliged to notify the Rental Firm immediately of the damage or impairment determined by means of the app. Damage detected after use of the vehicle may otherwise be charged to the Hirer, provided that its occurrence cannot be attributed to any previous damage.
- (9) If the renter causes or develops damage during the use of the vehicle or if defects are discovered during the journey that prevent the proper further use of the vehicle, the renter is obliged to inform the lessor immediately. The renter then has the option of cancelling the rental contract free of charge and using a vehicle from the same rental company or another vehicle from the Trailondo fleet. In this case, the rental price will be credited. The renter can then conclude a new rental agreement at corresponding conditions. In the event of a defect, there is no entitlement to a specific vehicle type or brand. In any case, damage or impairments to the vehicle must be reported immediately upon discovery (by app or e-mail to the rental company).
- (10) The hirer is obliged to comply with the road traffic regulations at all times, especially with regard to driving behaviour, load securing, adherence to the total combination weights and maximum payloads of trailers, transporters or motor vehicles. Any gross deviations detected, such as strong

acceleration when loaded, driving quickly over obstacles or driving at excessive speed in the case of speed-limited vehicles such as trailers or vans, will be monitored by Trailondo at all times using electronic equipment. The renter agrees to the collection of this technically necessary and anonymised data with the use of the Trailondo platform as well as to the use of this data in the event of damage (e.g. damage to vehicles and equipment caused by the renter).

- (11) For safety and sustainability reasons, trailers and vans offered on Trailondo are always voluntarily self-limited to maximum speeds - 80km/h for trailers and 130kmh for vans. Renters are not allowed to exceed these speeds.

## **(§7) Trailondo liability**

- (1) Trailondo is liable to the tenant in the event of intent or negligence within the framework of the statutory provisions. The scope of liability is limited to the processes of the rental and rental agency business and the associated liability cases. Trailondo is therefore not liable for faulty services within the contractual relationship between Trailondo-landlord and tenant. Furthermore, Trailondo is only liable in cases of injury to life, limb or health or in the event of a breach of essential contractual obligations in the brokerage business between the landlord and tenant and for the culpable breach of essential contractual obligations. Likewise, there is liability within the framework of the Product Liability Act, insofar as this applies in the contractual context between Trailondo and the tenant.
- (2) The fault-based guarantee liability for initial defects in accordance with § 536 para. 1 BGB is expressly excluded. Furthermore, a claim for damages by the tenant for initial defects only exists if Trailondo is responsible for the defect. Furthermore, liability is limited to the agency business between Trailondo and the tenant. Claims that arise against the landlord remain unaffected by this.
- (3) Trailondo and its rental companies are not liable for damage caused to objects transported with the Trailondo fleet. Excluded from this is damage caused by the grossly negligent or deliberately incorrect provision of the vehicles. In this case, the hirer is solely liable as the provider of the vehicles. Excluded from this are damages caused by unforeseeable changes in the condition of the vehicle or by the renter's contravention of the provisions of the STVO and associated changes in the condition of the vehicle, as well as changes to the vehicle, the effect of which on the object of transport or the load could have been ascertained by the renter before commencement of the rental or during the vehicle rental. Furthermore, liability is also excluded if changes to the vehicle were documented and communicated to the Hirer as well as damage caused by improper loading, even if changes to the condition of the vehicle were causal and not documented. In any case, liability for damage to cargo and objects by Trailondo is excluded, as Trailondo only acts as lessor in individual cases. The individual limitations of liability of the landlords on Trailondo must be taken by each tenant from the individual General Terms and Conditions of the respective landlords, which must be agreed individually for each rental when concluding a rental contract. If no other conditions are stated in the landlord's terms and conditions, the Trailondo terms and conditions continue to apply without exception.

- (4) In the event of unauthorised or unauthorised use of the Trailondo service, any liability on the part of Trailondo and its rental companies is excluded.
- (5) The renter releases Trailondo and its lessors from liability for any objects left in the vehicle by the renter during and after the rental. This also applies to cargo or any items left in or on the vehicle during or after the vehicle rental or vehicle return.
- (6) Liability for the correctness of the information within the scope of the provision of individual rental offers, in particular with regard to rental prices, availability, vehicle condition and state, as well as all information that can be influenced by the rental company, is expressly excluded. Trailondo's rental companies are solely responsible and liable for the accuracy of the information that can be influenced by the rental company. Detailed regulations can be found in the general terms and conditions of the rental companies on Trailondo.
- (7) Liability for damage caused by the failure to provide vehicles through the fault of the lessor is excluded. If a contract is not concluded because the vehicle return is delayed by the previous renter, Trailondo or its rental company will provide alternative vehicles. In the event of cancellation of the contract by the renter and with the refund of the rental price, the renter loses all his individual contract-related claims against the rental company and Trailondo. The renter is aware that Trailondo is a dynamic platform, where unforeseeable events can occur due to the heavily frequented use of the vehicle fleet, which can lead to the non-provision of services in individual cases.
- (8) Trailondo's liability due to events caused by force majeure, in particular natural disasters, extreme weather events, regulatory measures by government institutions, war, terror or other unforeseeable events that may occur through no fault of its own, is expressly excluded.
- (9) Trailondo is not liable for the non-provision of the rental service if third parties are involved in the service fulfilment and sub-services of the platform, such as payment services, location services or communication services are not or temporarily not available. The Trailondo services are to be understood as "best-effort" services. There is no entitlement to the availability of the service at any time. In particular during maintenance windows, Trailondo reserves the right to make services or parts of services available for use only on a limited basis.
- (10) Trailondo is not liable for the faulty provision of payment services. This applies in particular to credit card companies with which Trailondo, its landlords or tenants work and for which acceptance by the payment service involved cannot be guaranteed. If a foreign means of payment is used for payment, Trailondo limits the availability of the service to the focus of those countries that are recognised as trustworthy by the payment service. There is no claim to liability in the event that a means of payment could not be recognised by the payment service. This applies in particular to countries in politically unstable regions as well as countries that are subject to strong regulatory pressure or an embargo (including Russia, Brazil, China, Taiwan, North Korea, Mexico, Turkey, India, Yemen, Jordan, Afghanistan, Lebanon, Syria, Somalia, Iran, Iraq and others). Tenants can request a detailed overview from their respective payment providers. The above list does not claim to be exhaustive and is subject to the dynamics of political and regulatory developments, which are outside the sphere of influence and liability of Trailondo and its landlords.

## **(§8) Liability of the landlord**

- (1) The rental companies that offer their vehicles and vehicle fleets on Trailondo are obliged to agree to the contractual conditions and therefore the liability provisions that arise from the Trailondo rental and brokerage business and are applied in these General Terms and Conditions without exception. In particular, landlords must agree to Trailondo's general business conditions with regard to price quotations, the offer, the return process, the credit note process and the cancellation process, as well as the general obligations associated with the Distance Selling Act and the Product Liability Act. Landlords are also obliged to make individual general terms and conditions available to tenants on the platform. Deviation from the Trailondo General Terms and Conditions is only permitted within the scope of limited information on price, quantity, offer description and condition as well as insurance conditions. Trailondo accepts no liability for the accuracy of the information. In any case, the hirer is fully liable for the information in his terms and conditions. Hirers are in any case obliged to familiarise themselves with the individual GTC of the rental company, insofar as these differ from the Trailondo GTC, and to confirm these for each vehicle rental via the app. If a rental company does not make its GTC available on the Trailondo platform or if these are not available on the homepage of the rental company or otherwise, the legal regulations within the framework of the BGB (German Civil Code) extended by the Trailondo GTC apply.

## **(§9) Liability of the tenant**

- (1) The use of the services of Trailondo and its rental companies is at the renter's own risk. The renter is obliged to insure liability damages that arise in connection with his own load as well as damages to the load itself at his own responsibility. Damage to third parties caused by the vehicle fleet of Trailondo and its lessors by the lessee is covered in accordance with the legal provisions and liability limits of the respective vehicles.
- (2) In the event of self-inflicted comprehensive or partial comprehensive damage to vehicles belonging to Trailondo and its rental companies, the renter is liable as follows:
  - a. For vehicles that do not have fully comprehensive insurance: unlimited
  - b. For vehicles with fully comprehensive insurance: within the scope of the contractually agreed deductible in accordance with § 6 S4, Para. 1 plus flat-rate costs.
  - c. For vehicles with partial casco insurance: with excess plus flat-rate cost pursuant to § 6 S4, para. 1.

Damage is also deemed to be self-inflicted if it was not caused by the tenant himself/herself but came to bear during the rental period. This applies in particular to damage caused by vandalism, theft or damage caused by game.

- (3) The renter is also liable for all damage caused by culpable contravention of the renter's obligations to cooperate within the framework of the contractual fulfilment of the rental agreement, as

well as by operating errors, negligence or intent. If intent or gross negligence is established, the renter is liable without restriction and in full for all damages incurred by Trailondo or its lessors. Gross negligence in this context includes, in particular, driving vehicles under the influence of narcotics, alcohol or medication, as well as participating in illegal road races or using the Trailondo fleet to organise these. Gross negligence can also be determined via the data logging of the vehicle data and is deemed to have occurred if a damage event has occurred and a gross deviation from the rules of conduct on the Trailondo platform can be determined in the system.

- (4) The tenant is liable for all damage incurred by Trailondo and its landlords through the use of the services by the tenant, insofar as their causality can be attributed to the tenant's rental period. If reimbursement is made by a third party, this will be taken into account in the settlement of the claim by reducing the amount or indemnifying in full.
- (5) The Hirer shall be liable for all damage caused by late return of the vehicle, in particular if claims for damages against the Rental Firm arise from the subsequent Hirer if a vehicle is not returned within the agreed period of use. A vehicle is deemed to have been returned when the rental has been terminated via the app and the vehicle has been properly locked and made available again. The renter is also liable for damages incurred by Trailondo or the renter due to improper return of the vehicle, insofar as a vehicle cannot be made available again on the platform within the contractually stipulated framework. This relates in particular to liability for damage caused by third parties, which can be made valid against the lessor, as well as damage caused by expenses for repair or with the cleaning of the vehicle. If the Lessor does not incur any costs due to third parties, the Lessee shall be liable within the framework of the flat-rate costs or the actual costs in accordance with § 6 S4, para. 1.
- (6) In the event of illegal theft of a vehicle or even if a vehicle has been unintentionally and temporarily at the disposal of uninvolved third parties, the renter is obliged to report this immediately and without delay to Trailondo and the relevant rental company. At the same time, any theft of a vehicle must be reported immediately to the local competent police authority.
- (7) Accidents and all other damage must be reported to Trailondo and its lessors immediately after the damage occurs. If third parties are also involved in an incident or if damage to third parties occurs through or during the use of a Trailondo vehicle, the renter is obliged to inform the police and have the damage recorded by the police. In the event of an emergency, the hirer also has a direct telephone number at which he/she can contact the hirer of the vehicle directly. In the event of contravention of these requirements, the Hirer shall be liable for all consequential costs incurred as a result, in particular for additional administrative fees, expenses or also official or insurance-related penalties.

## **(§10) Prices**

- (1) All prices on Trailondo apply to the individual rental period and rental time of a vehicle and vary depending on the vehicle type, body, equipment or availability. It is the responsibility of Trailondo and its rental companies to adjust prices at any time. If a rental agreement is concluded between the lessor and the lessee, this price is deemed to be guaranteed unless the lessee or lessor cancels the rental agreement.

- (2) Cancellation of a rental contract by the lessor may only take place in the event of force majeure (unavailability due to damage/accident by previous tenant, unexpected technical defect or other events corresponding to force majeure and events outside the sphere of influence of Trailondo or the lessor) and Trailondo will be notified.
- (3) All prices include the rental commission that Trailondo retains for each rental contract. Landlords are not entitled to influence the rental commission.
- (4) All prices on Trailondo are end customer prices including the local legal value added tax, which is applicable in the respective country of rental of the vehicle.
- (5) The Trailondo rental companies are solely responsible for the prices quoted in the individual rental contracts.
- (6) The prices for the rental of vehicles are set exclusively by the Trailondo rental companies. There is no claim against Trailondo for the correctness of the price information. However, the Trailondo rental companies are obliged to fulfil the service offered in accordance with the Trailondo GTC when a rental contract is concluded. If a landlord does not fulfil his specifications, the tenant can file a complaint about the landlord. Any claims for damages against the landlord remain unaffected and are governed either by the BGB or by the landlord's individual GTC, which can be viewed in the Trailondo app. Trailondo's liability arising from claims for damages between the tenant and the landlord is expressly excluded.
- (7) The price of a vehicle rental always refers to the time of use of the vehicle between the time when the vehicle is made available and the time when the vehicle is returned to the specified location and locked. A vehicle is deemed to have been made available when the timestamp of the access token of the App becomes accessible to the Hirer and the lock or the vehicle can be opened by means of the App. A vehicle, on the other hand, is deemed to have been returned in accordance with §8 Para.5 Sentence 2.
- (8) All prices are only valid within the Lessor's specifications with regard to the maximum distance to be covered in kilometres. If additional kilometres are covered which were not included in the original rental price and which exceed the quota offered, the Rental Firm shall be entitled in accordance with its General Terms and Conditions and price specifications to charge for the corresponding additional services per kilometre. Trailers and non-self-propelled commercial vehicles are excluded from the quota regulation. Here, only the time-limited use according to the rental agreement applies and no limitation per kilometre. For commercial vehicles with limited speed, machines or tools, the agreed operating hours apply. Exceeding the quota also leads to the calculation of the corresponding additional rental time.
- (9) Payments for rental contracts are due at the latest at the end of the rental period. Services that exceed the rental fee, such as additional insurance, are already due at the start of the rental period and will be charged to the deposited means of payment at the start of the rental period. Trailondo reserves the right to block the price for services of each individual contract by means of a block function for the duration of the rental and to collect it from the means of payment at the latest at the end of the rental period.
- (10) Trailondo and its rental companies only accept the means of payment accepted by Trailondo. These are primarily credit cards via trustworthy, registered and reputable payment providers as well as other means of payment from reputable and common providers that provide a so-called "wallet function". These are digital means of payment that require the prior deposit of a sum of

money. Relevant payment service providers include PayPal, Stripe, Adyen and others. By depositing a digital means of payment, the renter agrees to the use of Trailondo's preferred payment service provider. Other means of payment, except those deposited on the platform, are not accepted for the fulfilment of individual rental contracts.

- (11) If an unsuccessful direct debit from a payment service provider is due to the fault of the tenant (e.g. shortfall in credit card, shortfall in SEPA direct debit or blocking of payment by bank or tenant) and is rejected, Trailondo will invoice the additional expenses incurred plus any reminder costs. The tenant is in default from the first day of unsuccessful payment. The legally customary reminder fees as well as interest at 5% above the base rate will be incurred.
- (12) As a rule, direct debits correspond to the amount of the agreed services according to the concluded individual contracts (rentals) of vehicles for a certain period and cannot be extended. In exceptional cases such as damage events, accidents or contraventions contrary to Trailondo's GTC or the GTC of the rental company, Trailondo is authorised to debit any special payments via the deposited means of payment. This applies in particular to the payment of deductibles in the event of damage, cleaning fees, penalty fees such as for administrative offences or parking offences or the damage or loss of digital locking systems as listed in §8 Para.5 Sentence 2. In any case, the amount to be collected may not exceed the maximum amount of damage plus the processing costs. Trailondo offers its tenants the possibility of vetoing a claim if a conflict situation arises between the landlord and tenant.
- (13) Objections to payment obligations can, if justified, be made within 4 weeks of receipt of the official invoice via app or email to Trailondo or the corresponding landlord. It is important that tenants always prefer to submit an objection to the contractual partner, which in most cases is the landlord on the Trailondo platform. If no objection is made to a direct debit, it is deemed to be accepted.

## **(§11) Handling of data, data protection regulations and deletion of customer data**

- (1) All parties, tenants, landlords and Trailondo are entitled to terminate the customer account at any time without observing a period of notice. In order to terminate the contractual relationship, it is necessary to log off via the app using the "Delete account" button and a further confirmation of the deletion.
- (2) If an account is deleted, the account will be marked for deletion. The final deletion of the account will not take place until 4 weeks after the booking has been made for technical reasons. Trailondo and its landlords reserve the right, however, to retain the deposited customer data for up to 10 years in accordance with the statutory regulations on proper accounting and the provisions on data protection. This applies in particular to all data contained in invoices, statements and individual contracts for vehicle rental. The data is stored in highly secure data centres in Germany (for rental transactions in Europe) or the USA (for rental transactions in North, Central and South America).
- (3) Trailondo and its landlords are obliged to disclose rental data in the event of regulatory offences or when evidence is taken by law enforcement agencies. The disclosure of data takes place in accordance with the legal provisions.

- (4) Trailondo is not liable for landlords and their actions in handling customer data. Nevertheless, all Trailondo rental companies are obliged to comply with Trailondo's strict data protection regulations.
- (5) Tenants and landlords can find the exact provisions on data protection and a description of how Trailondo and iQnexxt handle customer data on the Trailondo homepage (<http://trailondo.com>) or on the homepage of iQnexxt Solutions GmbH (<http://iqnexxt.com>) under "Data protection".

## **(§12) Other information**

- (1) Trailondo, tenants and landlords expressly agree that only the exchange of electronic documents is accepted for the conclusion of framework agreements, individual service certificates and for the handling of the entire rental process. This also applies when using the app or connected systems.
- (2) The place of jurisdiction is D- 53879 Euskirchen, Germany. Trailondo is a word and figurative mark of iQnexxt Solutions GmbH registered with the German Trademark and Patent Office and is represented by the same.
- (3) Trailondo is neither willing nor obliged to participate in the dispute resolution procedure according to the EU Commission. For individual details on the dispute resolution procedure, please refer to the imprint of iQnexxt Solutions GmbH or Trailondo on the respective websites.
- (4) Information on data protection, deposited customer data, further information on consumer protection as well as consumer complaints can be addressed to the following e-mail address and using the subject "Data protection enquiry / consumer complaint": [info@trailondo.com](mailto:info@trailondo.com).

## **(§13) Right of withdrawal for end consumers**

- (1) Consumers have a statutory right of withdrawal in accordance with § 355 BGB and 312g BGB.
- (2) However, pursuant to § 312 BGB para. 2 no. 9, this right of withdrawal does not apply if a contract is concluded for the provision of services in the fields of accommodation for purposes other than residential purposes, transport of goods, car rental, supply of food and beverages and the provision of other services in connection with leisure activities and if the contract provides for a specific date or period for the provision.
- (3) The following cancellation policy applies to all other cases and informs consumers about their right of cancellation.
- (4) The following declaration of revocation expressly does NOT apply to landlords on the Trailondo platform who act with the intention of making a profit. Landlords, even if they are small traders or private individuals, are always assumed to have an intention to make a profit. Therefore, they are excluded from the right of withdrawal. Landlords can find details on this in the General Terms and Conditions for Business Partners and Landlords in the respective contract.



## **(§14) Information on the revocation of goods and services**

Consumers have the right to cancel this contract without giving any reason and within a period of 14 days from the date of conclusion of the contract.

To exercise the right of withdrawal, a written declaration must be sent to the following address:

iQnnext Solutions GmbH

Trailondo revocation

Thomas-Esser-Strasse 86

D-53879 Euskirchen

E-mail: [info@trailondo.com](mailto:info@trailondo.com) (subject "Revocation")

The notice of withdrawal must contain a clear statement (including name, address, address and date) of the intention to withdraw from the contract.

The following document is available to you as a template for drafting the declaration of withdrawal, which is, however, not mandatory. The withdrawal period is observed if the declaration of withdrawal is sent (by post, by e-mail) before the expiry of 14 days from the date of conclusion of the contract. The written form is mandatory.

## **(§15) Consequences of revocation**

If the contract is cancelled, Trailondo and its lessors must refund all payments received, taking into account any delivery costs, without delay and within 14 days of receipt of the cancellation. The original means of payment used will be used for the refund, unless otherwise submitted or required. There will be no charge for the refund.

If the consumer has already ordered the fulfilment of the service during the cancellation period (e.g. start of a vehicle rental 24 hours before submission of the cancellation), Trailondo is entitled to invoice and charge the consumer for part of the services provided, but at least for the smallest available unit (this corresponds, for example, to a full rental day).

## **(§16) Template Sample Declaration of Withdrawal**

In order to make the revocation as uncomplicated as possible, we ask consumers to use the following template:

To:  
iQnexas Solutions GmbH  
Trailondo revocation  
Thomas-Esser-Str. 86, Office Park 1  
D-53879 Euskirchen  
E-mail: [info@trailondo.com](mailto:info@trailondo.com)

RESPONSE

Place, date:

I hereby revoke

The contractual relationship concluded by me for the provision of the service described below:  
.....

Date of order: .....DD/MMM/YYYY.....

Date of receipt of the service: .....DD/MM/YYYY.....

Consumer name and address

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Signature (in the case of e-mail, please insert digital signature as an image)