



## Car Sharing Service Registration Contract

**Between: 1. The Subscriber, in accordance with his/her details, which appear at the end of this contract (hereinafter: "the Subscriber").**

**And: 2. GOTO Car Sharing T.L.V., Limited Partnership, Partnership Number 550268536**

From 20 Lincoln St., Tel Aviv

Tel: \*9133 Fax: \_\_\_\_\_, Email: [info@autotel.co.il](mailto:info@autotel.co.il) ("the Partnership")

### 1. General

- |       |  |       |  |        |   |
|-------|--|-------|--|--------|---|
| 1.1   | The introduction to this contract and its appendices constitute integral parts of it and of the terms and their fulfillment.   | 1.5.4 | <b>Vehicle:</b> A vehicle from the car sharing service that is intended for use by the Subscriber according to the service package that the Subscriber chose, subject to the provisions set forth in this contract.  | 1.5.10 | <b>Service/Services:</b> The car sharing service which will essentially allow Subscribers to rent vehicles, for varying periods of time, from any permitted parking space and subsequently return them to the reserved parking space (as defined below) in the area where the car sharing service operates (as defined below). It is hereby noted that the vehicle rental is subject to availability of the vehicles in the car rental service. The Partnership cannot ensure the availability of parking spaces and/or vehicles, and cannot commit to the availability of a specific type of vehicle and/or a specific available window of time. |
| 1.2   | The contract headings, including the subheadings, have been included for purposes of convenience only and should not be used for interpretation and/or understanding of this contract and/or to determine the intentions of the parties with regard to the contract.   | 1.5.5 | <b>Website:</b> The Partnership's website (including the mobile site) the address of which is: <a href="http://www.autotel.co.il">www.autotel.co.il</a> which may be changed from time to time.  |        |   |
| 1.3   | Words used in the contractual documents in the singular, where the context so permits, shall be deemed to include the plural and vice versa, and any masculine designations shall apply to females and males as one and vice versa and any reference to a person addresses any corporation or any other legal entity as well.  | 1.5.6 | <b>Mobile Application:</b> the Partnership's mobile application used for the car sharing service, which may be changed from time to time.  |        |   |
| 1.4   | It is hereby clarified and explicitly agreed upon that despite the establishment, operation and maintenance of the car sharing service by the Partnership on behalf of the Tel Aviv Municipality ("the Municipality") and the Economic Development Authority of Tel Aviv-Jaffa ("the Authority"), this contract is an agreement between the Subscriber and the Partnership only. | 1.5.7 | <b>User Guide:</b> A guide intended for Subscribers which sets forth the Subscriber's commitments regarding usage of the vehicles and the service as is determined from time to time. The current wording of the User Guide can be found on the website.   | 1.5.11 | <b>System:</b> A computerized system, which, by using a subscription card, records, among other things, the usage time by the Subscriber, the distance travelled, the location and any additional relevant data regarding the usage of the vehicle by the Subscriber and this documentation will be used to calculate the charge to the Subscriber, subject to the service plan to which he/she is subscribed.  |
| 1.5   | The following terms that appear in the contract will be granted the interpretation and/or meaning set forth beside them, as detailed hereinafter, unless the context shall otherwise require:  | 1.5.8 | <b>Service Plan:</b> One of the service plans, as they may be, which may be updated from time to time and will be detailed on the website and/or on the mobile application.  |        |   |
| 1.5.1 | <b>Contractual documents:</b> this contract, including its appendices, as detailed in section 2 below.   | 1.5.9 | <b>Car Rental Period:</b> The period that begins with the unlocking of the vehicle (using the smart card to open the vehicle via the contact interface on the car or using the application) (" <b>initiation of car rental period</b> ") and the completion of the trip when the vehicle is locked (either by using the Subscriber's smartcard on the contact interface in the vehicle or by using the application) (" <b>completion of vehicle rental period</b> "). It is hereby noted that the period for which the Subscriber pays for the | 1.5.12 | <b>Defined Travel Area:</b> The vehicle's movement is intended to be within a defined travel area as designated in appendix C and which may be updated from time to time on the website, but travel will be possible outside of this area as well. In the event of travel outside of the defined  |
| 1.5.2 | <b>Subscriber:</b> The applicant whose information appears at the bottom of this contract and/or in the subscription request form, whose eligibility to receive the services was approved by the Partnership.  |       |  |        |   |
| 1.5.3 | <b>Subscription card:</b> Means of access, whether by using a smart card, via the cellular application or using any other means that is granted in the Subscriber's  |       |  |        |   |



- area, an additional fee will be applied as detailed in section 6.2 below.
- 1.5.13 **Reserved Parking Place:** a parking place that will be reserved for and dedicated from time to time by the Tel Aviv Municipality and/or any other local authority for the car sharing service within the Operational Area of the car sharing service (as defined below), in the streets and/or in parking lots for idling and/or parking the vehicles while using the service, at no cost to Subscribers, subject to availability.
- The parking places that service the general public, including parking in the "blue and white" marked spots and those reserved by the Tel Aviv Municipality and/or any other local authority, whether by way of auxiliary legislation or whether in some other manner required by law for the purpose of the placement and/or parking of a vehicle for the car sharing service, subject to availability, with or without certain restrictions, and at no cost to the Subscriber.
- 1.5.14 **Permitted parking places:** Dedicated or non-dedicated parking spots.
- 1.5.15 **Operational area for car sharing service:** Area under the jurisdiction of the city of Tel Aviv- Jaffa, as will be determined by the Partnership from time to time and/or any area in any other jurisdiction about which a message will be published by the Partnership on the website. Completion of the vehicle rental will be made possible only in a permitted parking space and only in the operational area of the car sharing service.
- 1.6 Subscriber eligibility to receive the Services (as defined in this contract) is subject, among other things, to his/her meeting the conditions detailed in this contract. The Subscriber is required to read the conditions detailed herein carefully, as they serve as a binding contract between the Subscriber and the Partnership.
- 1.7 In the event that the Partnership deviates from the provisions in this contract, and forfeits the right or relinquished the right in a certain instance or instances, according to their discretion, this shall not serve as a binding precedent in any way and this will not require that the Partnership operate in the same manner in any other instance.
- 1.8 The computer records of the Partnership regarding the services and/or concerning the activities carried out via the website and/or the cellular application and/or the system and/or in the vehicle computer [Telemetrics unit] will constitute conclusive evidence regarding the correctness of the activities and the details of the activities.
- 1.9 In everything related to links to other websites that appear on the Website, the Partnership is not responsible for the content of those sites, the information published on those sites or any other detail related to them.
2. **Appendices**  
**All of the appendices detailed hereinafter serve as an inseparable part of this contract, whether or not they are attached to it:**
- 2.1 Vehicle inspection form – Appendix A (implemented by the Partnership and/or on the program screen installed in the vehicle or, if no other option exists, with authorization from the customer service center, in the glove compartment of the vehicle).
- 2.2 User guide – appendix B (on the website) as will be updated from time to time), depending on the service model and the type of vehicle the subscriber uses, i.e - a fuel-driven vehicle or an electric vehicle, as the case may be.
- 2.3 Service price list, appendix C (on the website).
- 2.4 Map of operational areas and prices – appendix D (on the website).
3. **Nature of the Agreement**
- 3.1 This contract serves as an agreement of registration for and use of the car sharing service offered by the Partnership, through which the Partnership will permit the Subscriber to rent available vehicles for varying periods of time, from any permitted parking space containing an available vehicle and return said vehicle to any available permitted parking space, according to the Subscriber's needs, in return for the Subscriber's payment as detailed in section 6 below and subject to the provisions set forth in this contract and its appendices.
- 3.2 The Service Plan, among the various service plans available and those established from time to time by the Partnership and will be published on the website.
- 3.3 Any deviation by the Subscriber from the provisions in section 6, 9, 12, 13 and 19 of this contract will be material breaches of this contract that will allow the Partnership, among other things, to void this contract without derogating from any rights under the law.
4. **Contract Length**
- 4.1 The contract is for an indefinite period of time commencing when the contract is signed by the Subscriber.
- 4.2 The Subscriber can terminate the agreement by sending a notice requesting termination that includes the Subscriber's name, ID number and the last four digits of the Subscriber's credit card with which he or she has paid for the subscription and said notice may be submitted using one of the following channels, as decided by the consumer ("**notice of termination**"):
- 4.2.1 **Orally – By telephone or in person at the company's offices, the details of which appear above.**
- 4.2.2 In writing – By registered mail, email or fax, using to the Partnership's details, which appear above.
- 4.3 Termination of the agreement will become effective three (3) business days after receipt of the notice of termination at the Partnership's office, and if submitted via registered mail – six (6) business days after submitting the notice, as long as the consumer did not specify a later date for cancellation ("**cancellation date**"). It is hereby clarified that the termination of this agreement shall not apply to the services provided prior to the date of termination.
- 4.4 The Partnership reserves the right to terminate the agreement with a Subscriber outlined in this contract at any time by providing reasonably advanced notice ahead of time in the event that the Subscriber violated the provisions of this contract, including in cases where the Subscriber does not have a valid license and/or the Subscriber has an unpaid debt to the Partnership at that time and/or the Authority halted the activity of the car sharing service, etc.
5. **Refund of Payments Due to Termination of Service**  
In the event that the Subscriber terminates the contract, he or she will be eligible for a refund for the subscription fees for the part of the period between the third day following the receipt of the request for termination by the Partnership and the end of the period through which the Subscriber has paid.
6. **Exchange of Services and Method of Payment**
- 6.1 All of the prices appear in the service pricelist appendix, appendix C to this agreement.
- 6.2 The Partnership is permitted to change the service plans and/or the fixed prices for the service plans from time to time. In the event that such a change is implemented, the prices and/or the Subscriber's service plan will be updated from the date that they come into effect.
7. **Vehicle Rental**
- 7.1 Subscribers can reserve a vehicle using any of the following options:



- 7.1.1 Rental of a vehicle that is parked, not in use and available for immediate use, using a smart card, as long as the aforementioned vehicle is not in an active reservation by another Subscriber or reserved by another Subscriber.
- 7.2 Make a vehicle reservation as detailed in section 8.1 which allows for reservation of a vehicle for up to 15 minutes from the moment the reservation is made, and in the event that the Subscriber does not arrive at the vehicle within that period of time, the vehicle will be released from the reservation and will be made available for reservation by other Subscribers. Not arriving at a vehicle will be considered cancellation of the reservation according to the information detailed in appendix C of this agreement.
- 7.3 The Subscriber will not be permitted to reserve more than one vehicle simultaneously using the subscription card.
- 7.4 The Subscriber will be charged for the use of the vehicle from the start of the vehicle reservation and until the end of the vehicle rental period as detailed in appendix C.
8. **Vehicle Reservation and Cancellation**
- 8.1 You can reserve a vehicle and cancel the reservation of the vehicle over the Internet, using the mobile application or via the customer service center.
- 8.2 Vehicles can be reserved ahead of time 15 minutes prior to the start time of the reservation (vehicle reservation window). During that period, the vehicle will be reserved for that Subscriber.
- 8.3 The initial reservation window of the vehicle is at no cost to the Subscriber.
- 8.4 The reservation window can be extended for an additional 15 minutes in exchange for a fee detailed in appendix C to this agreement.
- 8.5 The reservation can be cancelled from the moment is made via telephone, online or using the mobile application, until the end of the reservation period.
- 8.6 Cancellation of the reservation within thirty seconds from the moment of reservation can be done at no cost. Cancellation of a reservation after more than 30 seconds is subject to a fee as detailed in appendix C.
- 8.7 In the event that the Subscriber does not unlock the vehicle by the end of the reservation window, he or she will be charged a cancellation fee as detailed in appendix C of this agreement.
9. **Vehicle Use and Maintenance Terms and Conditions**
- 9.1 The use of the vehicle is possible only by Subscribers and in accordance with the terms of this agreement.
- 9.2 The right to use the vehicle is exclusive to the Subscriber and non-transferrable. In addition, the use of the membership card is intended for the cardholder only.
- 9.3 Prior to using the vehicle, and as a condition of using the vehicle, the Subscriber will perform an inspection of the vehicle according to the inspection form in the Partnership's application and/or on the screen of the system installed in the vehicle. Afterwards, the Subscriber will sign a declaration on the system screen or in the cellular application stating that he or she has inspected the vehicle prior to turning on the ignition and found that the state of the vehicle is satisfactory and that there is no damage, and that he or she will return the vehicle in the same state that he or she received it, aside from normal wear that comes from reasonable use of the vehicle, according to the wording that can be found in appendix A. In the event that the Subscriber finds damage to the vehicle, he or she must report said damage to the Partnership prior to using the vehicle, otherwise the damage will be attributed to whoever declared that the state of the vehicle was okay and free of damage.
- 9.4 If the inspection form cannot be filled out in the Partnership's mobile application and/or on the system screen, the Subscriber will fill out the form by hand on the form that will be available in the glove compartment of the vehicle after receiving authorization to do so from the customer service center.
- 9.5 The Subscriber must immediately alert the Partnership regarding any damage, internal or external to the vehicle, which is found and/or caused during the vehicle's use.
- 9.6 Any damage that is found after the vehicle is returned without alerting the company, the last Subscriber to use the vehicle will be held responsible for said damage.
- 9.7 It is absolutely forbidden to use the vehicle in the following manners:
- 9.7.1 On unpaved roads or roads that are unsuitable for safe driving such as scraped roads, roads with potholes, etc.
- 9.7.2 For transporting passengers for pay and for transporting goods for pay.
- 9.7.3 For racing and/or speed tests and/or any other competitive sport.
- 9.7.4 For towing or pushing another vehicle.
- 9.7.5 For transporting explosive materials and/or dangerous materials.
- 9.7.6 For transporting more passengers than are permitted according to the vehicle's license.
- 9.7.7 When the Subscriber is under the influence of drugs and/or alcohol and/or medications that might affect his/her level of consciousness.
- 9.7.8 When the Subscriber has a medical condition or disability that prevents him or her from holding a driver's license or from operating the vehicle.
- 9.7.9 For illegal purposes.
- 9.7.10 For transporting animals and/or putting animals in the vehicle for any other reason.
- 9.7.11 For placing items on the vehicle.
- 9.7.12 Smoking is not permitted in the vehicle.
- 9.8 Without prejudice to the prices detailed in appendices C and D, the use of the vehicle is permitted only within the State of Israel including the areas of Judea and Samaria that are not under the control of the Palestinian Authority, provided that there is no prevention or prohibition, whether permanent or temporary, by the authorized authority to enter said areas in Judea and Samaria.
- 9.9 The operation of the vehicle should be conducted according to the provisions in this contract, including its appendices and the User Guide.
- 9.10 Any time the Subscriber does not use the vehicle, and during any stops, the vehicle must be locked.
- 9.11 Refueling (applies to gas-powered vehicles only):
- 9.11.1 The Subscriber can receive information on the system screen that is installed in the vehicle or by contacting the call center regarding the location of Delek gas stations in his or her vicinity.
- 9.11.2 The Subscriber can receive assistance via telephone from the customer service center regarding navigation to a gas station.
- 9.11.3 The vehicle must be filled with gas only with the type of gas defined in the vehicle manual.
- 9.11.4 The vehicle must be fueled with gas only with the type of gas defined in the vehicle manual, and on top of the fuel opening cap.
- 9.12 Electric charging (applies only to electric vehicles):
- 9.12.1 A Subscriber [1] who [2] makes use of an electric vehicle [1][2] is not [1][2] required to connect the vehicle to the charging stand [1] and charge it [2] at termination of the vehicle's use. However, if he does [1] do so, [2] he is entitled to receive a benefit for future use [13] [14] of the company's services to the extent that such benefits are available.
- 9.12.2 The Subscriber must return the vehicle to the permitted parking space with the vehicle battery allowing travel of at least 15 km (the number of km left for travel is indicated on the vehicle direction board). If



- the vehicle is returned with a battery allowing for less than 15 km of travel for the next trip, a charge may be applicable, as specified in Section 13.8.
- 9.12.3 The Subscriber can receive assistance via telephone from the customer service center regarding car refueling and/or charging for an electric car.
10. **Commitments and Responsibilities**
- 10.1 The Partnership, and to remove all doubt, the Municipality and the Authority as well:
- 10.1.1 Will not be held responsible for any damage and/or loss and/or theft of equipment that is located in or on the vehicle.
- 10.1.2 Will not be held responsible for any harm and/or direct damage and/or indirect or any other damage and/or other damage that may be caused to the Subscriber while using the vehicle.
- 10.1.3 Will not be held responsible for any damage, loss and/or theft caused to a third party due to an act by the Subscriber or anyone in the vehicle.
- 10.1.4 Will not be held responsible for any harm and/or direct damage and/or indirect damage or any damage caused as a result of unavailability of a vehicle.
- 10.1.5 Will not be held responsible for any damage and/or direct harm and/or indirect harm and damage and/or other damage caused as a result of the use of an accessory and/or device in or on the vehicle.
- 10.1.6 Shall not be liable for damage and/or a direct impact and/or an indirect hit, and/or any damage and/or other impact caused to an electric charging station or a parking pole, and/or as a result of and/or in connection with their use.
- 10.2 The Subscriber will be held entirely responsible for any damage that is caused to the vehicle during the vehicle rental period.
- 10.3 The Subscriber will be held entirely responsible for any damage caused the vehicle during the vehicle rental period.
- 10.4 The Subscriber and the subscription card:
- 10.4.1 The Subscriber undertakes to keep the subscription card and report directly to the Partnership in the event that he or she becomes aware of the loss of the card.
- 10.4.2 The subscription card is the property of the Partnership, and is provided to the Subscriber for personal use only and is not transferrable.
- 10.4.3 The Subscriber takes full responsibility for the use of the subscription card including use of a subscription card that is not by the Subscriber.
11. **Collateral**
- 11.1 As a guarantee of payment for the charges to the Subscriber in accordance with this contract, a "transaction with no charge" will be made (essentially a portion of the Subscriber's credit limit will be set aside) for the credit card account of the Subscriber according to all of the parameters (selected service plan, vehicle class, credit limit, etc.) as is determined by the Partnership from time to time ("**the Reserved Sum**"). Note that the Partnership will be permitted to perform a credit limit check at any time. The designated sum will not surpass the designated sum set forth in appendix C.
- 11.2 For a standard motor vehicle, the extent of the deductible is NIS 2,000 plus VAT, as designated by law. {2}. For an electric vehicle, the extent of the deductible is NIS 3,000 plus VAT as designated by law. The extent of the deductible for a rented vehicle will be adjusted from time to time according to law and/or according to the provisions from the Ministry of Transportation.
- 11.3 As per the Partnership's decision, the Reserved Sum will serve the Partnership to cover any debts and payments owed by the Subscriber to the Partnership.
12. **Payments**
- 12.1 The Subscriber shall pay the Partnership at the Partnership's request any amount due to them whether directly or indirectly according to all the provisions of this contract and its appendices, for the services, including vehicle rental fees, damages, towing costs, assessment, collection fees and any other sum as set forth in this contract. The Subscriber hereby allows the Partnership to charge the Subscriber whose information has been transferred to the Partnership. The Subscriber hereby declares that the credit card, the details of which appear in the enrollment form, is valid. The Subscriber hereby undertakes that in the event that the credit card is cancelled or is expired he or she will report the cancellation or expiration and provide the Partnership with new credit card information for billing in accordance with this contract.
- 12.2 Payment terms and prices are subject to the Subscriber's service plan and in accordance with section 6 of this contract, as will be updated from time to time in section 6 of this contract.
- 12.3 For the purpose of calculating the usage fees, the start time and end time as well as pinpointing the location of the vehicle, the Partnership will rely on the System only.
- To eliminate any uncertainty it is clarified that in the event conflict between the system's records and any time and/or location record, the calculation of the cost of the trip will be performed based solely on the System records.
- 12.4 **The Partnership will charge usage fees** based on half minutes [30 seconds]. The completion of the trip will be rounded up.
- 12.5 The Subscriber agrees to and authorizes the receipt of tax invoice receipts for the payments related to car rental via email and the Subscriber authorizes and is aware of the fact that a paper copy of the receipts and invoices will not be sent and unless the Subscriber specifically requests such. The Partnership is permitted to send the invoice for the payment for the vehicle rental on a monthly basis.
- 12.6 Both parties agree that the information that is collected by the System regarding the manner of usage of the vehicle by the Subscriber, will serve as conclusive evidence, among other things for the calculation of the charge for the service including the manner of usage of the service plan.
- 12.7 Any delay in payment or debt to the Partnership will be CPI linked as is published by the Central Bureau of Statistics (or any other entity in the event that it is not published by them) and the Partnership will be permitted to collect the accumulated index linked interest as is dictated by the Interest and Link Law of 1961, beginning from the first date of the regular account charge and until the date of full payment in actuality and that is without derogating from any other rights of the Partnership under the law. The Partnership reserves the right to stop the participation of the Subscriber in the service at any time without prior warning due to delay in payment and that is without derogating from any other rights of the Partnership under the law.
- 12.8 The Subscriber agrees to pay all of the costs and payments with regards to traffic violations and/or parking violations made with the vehicle during the vehicle rental period, including fines imposed for the aforementioned offenses. In the event that the Partnership receive notice regarding traffic and/or parking violations made with the vehicle during the vehicle rental, including the aforementioned fines, the Partnership will work to arrange the payment as described below:
- 12.9 In the event that the Partnership received notice and/or an invoice for the use of a toll road ("**Usage Toll**") the Partnership will be permitted to pay the toll as part of the service that the Partnership provides to the



- Subscriber and charge the Subscriber for the payment of the Usage Toll.
- 12.10 The Subscriber requests from the Partnership and permits the Partnership to pay any fine and/or ticket given to the Partnership's car during the relevant vehicle rental period. In addition, the Subscriber authorizes the Partnership to offset any sum that he or she owes to the Partnership including the cost of the fines and/or tickets and/or Usage Fee payments, of any sum incurred, in the event of such a charge.
- 12.11 In the event that the vehicle is towed by an authority (including the police and the Municipality) whether during the rental period or whether following the rental period if the vehicle has not yet been moved from the location where it was parked at the end of the rental period, the responsibility and charge for the towing will fall upon the Subscriber. The towing costs are as stated in appendix C of this agreement.
- 12.12 Any payment that is not made entirely and on time will carry interest as detailed in section 12.7 above. In addition, the Subscriber will be charged for the collection costs including legal costs and attorney's fees paid by the Partnership for the purpose of collection of the Subscriber's debt
- 12.13 All of the prices that appear on the website and/or in the mobile application and/or in this contract include VAT as is dictated by law, **except where it is expressly stated that the price does not include VAT.** In the event that there is a change in the VAT according to law, the prices will be updated and the Subscriber commits to pay the required sum with the addition of VAT as dictated by law upon making the payment.
13. **Damage**
- 13.1 No repairs, changes and/or improvements should be made to the vehicle without prior notice and receipt of authorization in writing from the Partnership for that repair, change and/or improvement. In the event that the Subscriber violates the provisions of this section, he or she will bear the full cost of said repairs in addition to a penalty for the breach of this provision, without derogating from the other rights of the Partnership as dictated by this contract and/or by law.
- 13.2 In the event of a motor vehicle accident, the Subscriber agrees to inform the Partnership of such immediately and not accept any responsibility for the motor vehicle accident and to fill out a report, in cooperating with the Partnership, in writing that includes all of the information regarding the other vehicle, its driver and his or her insurance, the information of witnesses to the accident in the event that any are present and a description of the circumstances of the accident including a sketch of the location in which the accident occurred ("**Accident Report**"). In addition, the Subscriber agrees to cooperate with the Partnership and their representatives in all processes related to the accident including undergoing questioning and a polygraph.
- 13.3 The Subscriber will pay up to the deductible of the Subscriber as stated in these provisions, for any damage caused during/as a result of an accident and/or theft (including third party damage) during the vehicle rental period. Nevertheless, in the event that the Subscriber does not submit an Accident Report as described in section 13.2 above within 7 days of the accident, the Subscriber will be responsible for the full payment of all damage that is caused to the vehicle and/or to the Partnership and/or to their representatives, whether directly or indirectly, with no limit to the amount.
- 13.4 Damage assessment according to this section and all its subsections, will be determined by a vehicle appraiser selected by the Partnership and this will be conclusive proof of the extent of the damage.
- 13.5 Notwithstanding the provisions of section 13.4 above, when the damage is lower than the deductible, the assessment of damage will be determined according to a quote received from a garage selected by the Partnership, or alternatively, based on a damage assessment determined by a vehicle appraiser selected by the Partnership in accordance with the selection of the Subscriber to be delivered within 24 hours from the date the Partnership contacted the Subscriber. To avoid any doubt, it will be hereby clarified as follows:
- 13.5.1 To the extent that the Subscriber is selected for damage assessment by a vehicle appraiser as stated above, the Subscriber will bear the cost of inspection and assessment of the damage by the appraiser, in addition to the cost of the damage itself, without prejudice to section 13.11 below.
- 13.5.2 To the extent that the Subscriber does not submit his choice within 24 hours from the date on which the Partnership contacted the Subscriber, the assessment of the damage will be determined according to the garage's price offer as stated above.
- 13.6 Notwithstanding the foregoing, the Subscriber's liability is not limited to the deductible and/or any other amount in the following cases:
- 13.6.1 Damage to the lower body, bottom of the vehicle, tires, rims, tubes, fittings in the passenger compartment and any damage to the passenger compartment or trunk.
- 13.6.2 Damages that will be caused as a result of negligence, including ignoring the Subscriber's warning lights indicating a malfunction in one of the vehicle systems.
- 13.6.3 Use of unsuitable fuel type for vehicle.
- 13.6.4 Neglecting the security of the vehicle, including not using the alarm (if any), not locking doors, not keeping the keys/code of the ignition system.
- 13.6.5 When at the time of the incident that caused the damage, a person unauthorized under this contract drove the vehicle.
- 13.6.6 Use of the vehicle contrary to what is stated in section 9 above and all its subsections.
- 13.6.7 Providing false information when signing the contract regarding age, license validity, lack of conviction of serious driving offenses, etc. or failure to update the Partnership in relation to any of the details required for signing the contract related to driving.
- 13.7 If there is more than one point of damage during the period of renting of the vehicle, in accordance with the decision of a qualified appraiser, the Subscriber will be charged a deductible according to the number of points of damage.
- 13.8 Extraction in the event that the vehicle runs out of fuel and/or the battery dies in a manner that prevents arrival to the charging station (except in the event of an electrical system failure) and/or loss or damage caused to the keys, remote, magnetic card and/or in the event that the damage does not require road-side assistance and/or when the Subscriber provided a false report when describing the issue. In any event where damage was caused, the Subscriber will be charged the cost of the damage immediately. The towing costs are as stated in appendix C of this agreement.
- 13.9 The Partnership shall not be liable for the loss of any profit and/or loss of opportunity and/or any other losses accrued by the Subscriber.
- 13.10 The Partnership shall not be liable for death or any bodily injury that is caused to the Subscriber, any passenger traveling with the Subscriber or any third party that results from the negligence of the Subscriber and/or his or her representative.
- 13.11 It is clarified that the Partnership is not and will not be liable for any direct and/or indirect damage caused to the Subscriber and/or any third party, as a result of loss and/or damage, and/or damage to property and/or personal belongings in the vehicle, whether the Subscriber paid a cancellation fee, deductible, or not.



13.12 The subscriber will be held liable for any damage caused to the vehicle due to improper operation. The Subscriber undertakes to pay the Partnership for any damage caused to the vehicle during the car rental period, including indirect damages, repairs, appraisals, third party claims, and legal expenses. If the Subscriber meets the terms of this contract, total expenses will be limited to the deductible specified in section 11.2 above.

**14. Collision Damage Waiver Insurance:**

- 14.1.1 Notwithstanding the provisions listed in section 13.3 above, the Partnership is permitted to offer the Subscriber the opportunity, in exchange for an additional sum of money, additional insurance coverage that waives the deductible sum ("Collision Damage Waiver Fee - CDW"). In the event that the Subscriber purchases the collision damage waiver insurance described in this section, the Subscriber will be exempt from paying the deductible in the event of damage and/or loss and/or breakdown of the vehicle in the event that a deductible payment is required as described in section 13.3 above.
- 14.1.2 The cost of the CDW insurance is set according to the Partnership's discretion, as will be published from time to time.
- 14.1.3 The CDW insurance will apply in the following circumstances:
  - 14.1.3.1 In the event of any of the events detailed in section 13.6 above. To remove all doubt, in the event that one of the events detailed in section 13.6 occurs, the Subscriber will be responsible for the full payment of any and all damage caused to the vehicle and/or the Partnership and/or their representatives whether directly or indirectly with no limit to the sum.
  - 14.1.3.2 In case of any of the events specified in 13.8 above.
  - 14.1.3.3 A breach of the Subscriber's obligations as set forth in this contract.
  - 14.1.3.4 In the event that the Subscriber who purchased the CDW insurance was involved in a

motor vehicle accident for any reason, or in the event that damage was caused and/or the vehicle was lost ("the event") immediately after informing the Partnership regarding the occurrence of the event, the charge for the CDW insurance will stop and the Subscriber will not be permitted to be included in the CDW insurance from that day forth. Alternatively and at the sole discretion of the partner, the Partnership shall be permitted to offer Subscribers an opportunity to join a CDW insurance track in return for payment of the CDW cost at an increased rate according to the Partnership's discretion. The date on which the event occurred will be the date for which the decision regarding the Subscriber's eligibility for CDW insurance is determined. The Subscriber's eligibility to participate in the CDW insurance program is subject to a payment to the Partnership of CDW insurance fees.

14.1.3.5

14.1.3.6

**15. Fines**

- 15.1 Without derogating from the rights of the Partnership as dictated by law, the Partnership reserves the right to fine the Subscriber for any avoidance and/or lack of adherence to one or more of the provisions of this contract and its appendices as well as the provisions in the User's Guide, including the following sections:
  - 15.1.1 Returning the vehicle not in accordance with the provisions in the User's Guide.
  - 15.1.2 Not maintaining vehicle cleanliness including the presence of trash and/or cigarette butts and/or other smoking paraphernalia/ashes in the vehicle
  - 15.1.3 Transporting of animals or allowing animals to enter the vehicle.
  - 15.1.4 Loss of subscription card
  - 15.1.5 And any other fine as determined and/or updated from time to time.
- 15.2 The fines are detailed in **appendix C to this agreement.**

**16. Provision of the subscription card**

16.1 The subscription card will be sent via post to the Subscriber within 3 business days from the date of authorization of the Subscriber by the Partnership. The card will be sent to the address provided by the Subscriber to the Partnership during the registration process. Alternatively, the Subscriber can pick up the subscription card from the Partnership's offices or any other place determined from time to time, be within 48 hours of subscription authorization by the Partnership.

**17. Confidentiality and Privacy of Subscriber Details**

- 17.1 In this section, the meaning of the term "third party" is: any third party with the exception of any corporation related to the Partnership and/or corporation that merges with the Partnership and/or the authority and/or the Municipality and/or anyone on their behalf and/or any corporation that operates the website and/or the system in the future.
- 17.2 The Partnership will not transfer the identifying information of the Subscriber to any third party including credit card companies, or to any judicial instance, except in the following situations:
  - 17.2.1 There is a legal duty to transfer the information about the Subscriber.
  - 17.2.2 In order to collect accounts due from the Subscriber in connection with this contract.
  - 17.2.3 In the event that the Subscriber has violated the terms of this contract or any additional agreement with the Partnership and/or their representatives.
  - 17.2.4 In any dispute, claim, demand or legal proceedings, if such exist, between the Subscriber and the Partnership.
  - 17.2.5 In the event that the Subscriber has performed an act or made an omission that has harmed or may harm the Partnership and/or the Municipality and/or the authority and/or anyone on their behalf and/or any third parties, including customers and/or the Partnership's Subscribers.
  - 17.2.6 The information provided during registration to the website and/or by telephone to the Partnership's customer service center and/or in the system, all or in part, are maintained in the databases that are maintained by the Partnership. The ownership of these databases belongs to the Authority and/or the Municipality. Therefore any information that is provided during the communication between the Subscriber and the Partnership and/or that is collected by the Partnership is the sole



property of the Authority and the Municipality and they are authorized to use the information as described including passing it on to other parties in accordance with the Privacy Protection Act of 1981 and the regulations thereunder and the Subscriber, by signing this agreement authorizes the Partnership, the Authority and the Municipality explicitly to collect the information, preserve it and use it, as well as transfer it.

- 17.3 The Partnership and/or the Authority and/or the Municipality maintain the rights to collect information regarding the user's online purchasing habits, services purchased and services in which the user was interested, pages he or she visited, offers that interested the user and any other information including using the cookies feature while on the Website.
- 17.4 The information described in this section will serve the Partnership and/or the authority and/or the Municipality during the Subscriber's next visits to the website to provide offers and advertisements targeted to the Subscriber.
- 17.5 The Partnership and/or the authority and/or the Municipality are permitted to use the personal information submitted by the Subscriber when making a reservation and any information collected regarding the user while using the website and/or in the system in order to extract and analyze statistical data.
- 17.6 The Partnership and/or the authority and/or the Municipality will be permitted to transfer the statistical and other data to third parties, as long as the data does not refer to the Subscriber personally or allow for his or her identification.
- 17.7 The Subscriber is not under any legal obligation to provide the information that is described above however the submission of information and/or authorizing this contract serves as consent on the part of the Subscriber for all uses set forth in this contract in connection with the information including the transfer of the information to third parties in accordance with the provisions of this contract.
- 17.8 The Partnership undertakes to do the utmost, through standard measures, in order to maintain the confidentiality of the Subscribers and to secure the information that is collected online and in the system. However, because this system is an online environment, the Partnership cannot wholly guarantee the prevention of computer intrusions or exposure of the information collected. In the event that the information falls into the hands of a third party that misuses said information, the Subscriber declares that they shall have no claim,

allegation and/or demands towards the Partnership and/or the Authority and/or the Municipality or their representatives.

- 17.9 It is hereby clarified that nothing in section 17 is intended to expand the liability of the Partnership and/or its representatives in accordance with the law.

#### 18. Intellectual Property

- 18.1 All intellectual property rights on the website, mobile application and in the system, including the patents, copyrights, samples, methods and trade secrets as well as intellectual property rights regarding marketing methods, databases including customer and/or Subscriber lists, service plans and service descriptions, graphic design of the website and mobile application and anything else related to the operation are the exclusive property of the Partnership and/or the Municipality and/or the Authority and/or their representative.
- 18.2 Without derogating from any provisions, it is emphasized that the name אוטוטל and/or Autotel as well as the domain name [www.autotel.co.il](http://www.autotel.co.il) of the website, trademarks on the website (whether registered or not) are all the property of the Authority and/or the Municipality only, and may not be used for any other purpose.
- 18.3 No information from the website (including trademarks, photographs, texts, sales methods and computer codes) can be copied, reproduced, distributed, sold, marketed or translated and the design and graphic interface cannot be changed, nor shall any party act in a manner that violates the provisions of the law regarding intellectual property.
- 18.4 No commercial use of the data published on the website is to be made without prior written consent from the Partnership and the authority.
- 18.5 Any data published on the website for presentation online or in any other service and/or for any other purpose can be used without prior written consent from the Authority and the Partnership and is subject to the terms of the agreement (if granted). In addition, no data can be collected from the website using data collection/data mining software and the like and it is not permitted to disseminate such data to others in a commercial manner or for commercial purposes.
- 18.6 The provisions of this section shall not derogate from the provisions of the law, and in addition to them, all restrictions and prohibitions dictated by law related to intellectual property rights shall still apply.

#### 19. Miscellaneous

- 19.1 All notices regarding any matter will be sent to the address listed above.

- 19.2 The Partnership reserves the right to make any changes to this contract and/or its appendices by publishing a revised version on the website, at the absolute discretion of the Partnership, while giving prior notice in writing and/or via email and/or via SMS to the Subscriber 14 days before the changes come into effect in order to grant the Subscriber time to terminate the contract with the Partnership before the changes take effect. In the event of termination by the Subscriber under such circumstances, the relative portion of the subscription fees for the remainder of the period for which fees were paid in advance that falls after the date of cancellation will be returned.

- 19.3 The Partnership's records and system data will constitute decisive evidence in any case of disagreement regarding reservations, trips, etc.
- 19.4 In the event that an authorized court determines that one or more of the provisions in this contract are illegal and/or invalid, it will not invalidate or impair the validity of the remaining provisions in this contract.
- 19.5 Failure to fine or penalize a Subscriber due to failure to comply with any section of this contract does not constitute the Partnership's approval of or agreement with said behavior and/or waiver by the Partnership regarding fulfillment of the remaining clauses in the contract.
- 19.6 This contract is personal and is non-transferrable by the Subscriber. The Partnership is entitled to assign its rights and obligations under this contract to any third party at its sole discretion and the Subscriber hereby waives any claim in this regard.
- 19.7 The only jurisdiction in regards to this contract will be the authorized courts in Tel Aviv-Jaffa.

#### 20. Preconditions for Receiving Services

- 20.1 In order to receive service from the Partnership, the Subscriber acknowledges and confirms that he or she meets all of the following conditions ("**Preconditions**"):
  - 20.1.1 Has driving experience of at least two years and is over the age of 21. In the event that the Subscriber is a license holder aged 21-24, the option to subscribe for the services is subject to meeting additional usage conditions including additional fees, as will be determined from time to time by the Partnership.
  - 20.1.2 Has a valid driver's license, as detailed below:
    - 20.1.2.1 Holds a valid driver's license according to the Road Transport Ordinance for at least two years – if the



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|---|--|--|--|
| <p>20.1.2.2</p> <p>20.1.3</p> <p>20.1.4</p> <p>20.1.5</p> <p>20.1.5.1</p> <p>20.1.5.2</p> <p>20.1.5.3</p> <p>20.1.5.4</p> <p>20.1.5.5</p> <p>20.1.5.6</p> <p>20.1.5.7</p> <p>20.2</p> | <p>Subscriber is a citizen or resident of Israel.</p> <p>Holds a valid international driver's license or national driver's license that is valid as described in section 9 of the transportation regulations for at least two years – if the Subscriber is a foreign citizen or resident.</p> <p>Is not a "New Driver" according to the law as is determined from time to time.</p> <p>Holds a valid credit card</p> <p><u>He or she hereby declares that he or she has not been convicted of serious driving offenses, including:</u></p> <p>Driving offenses at a speed that is 40 KMH over the legal speed limit</p> <p>Driving while under the influence.</p> <p>Manslaughter due to negligent driving.</p> <p>Abandoning the scene of an accident.</p> <p>Driving with a revoked license.</p> <p>vehicular homicide.</p> <p>Failing to stop a vehicle before crossing the train tracks after the barriers have been lowered or after an oncoming train was heard or seen.</p> <p>It is hereby clarified that the Subscriber's compliance with section 20.1.5 above does not automatically grant</p> | <p>the Subscriber the right to receive service from the Partnership. This right is conditional upon the registration process and authorization that is performed by the Partnership. The Partnership reserves the right to deny and/or refuse to add the Subscriber to the service at its sole discretion as subject to the law of Prohibition of Discrimination in the Provision of Products, Services and Entry into Places of Entertainment and Public Facilities (2000).</p> <p>The Partnership is permitted to inform the Subscriber at any time that he or she does not meet the prerequisites, even if the Partnership previously confirmed that the Subscriber met the prerequisites.</p> <p>Upon signing the contract, the Subscriber confirms and declares that he or she meets the prerequisites and that he or she undertakes to inform the Partnership regarding any change in his or her previous statements as well as any change in his or her condition that would allow or limit the use of the service, such as revocation of a driver's license whether temporary or permanent, changes in health status in a manner that does not allow for operating a vehicle, etc. Notwithstanding, the Subscriber declares that he or she will use the service in accordance with the provisions of the law. In the event that it becomes apparent that the Subscriber does not meet the prerequisites and/or ceased to meet the prerequisites and/or there was a change in his or her condition that allowed for or limited his or her use of the service, the Partnership will freeze the subscription immediately upon receiving notice from the Subscriber or of the Subscriber about which notice was granted in writing regarding the matter from any authority and shall be entitled to cancel the agreement with the Subscriber without prejudice to any other rights</p> | <p>according to law and/or in accordance with this contract.</p> <p>20.5 Without derogating from the aforementioned and/or from the provisions of the law, the Partnership shall be entitled to prevent the Subscriber from receiving the services and/or terminate the agreement with the Subscriber immediately, in any of the following cases:</p> <p>20.5.1 If the Subscriber has used the services and/or the website and/or the system to perform an illegal act or to allow, facilitate, aid or abet such an act;</p> <p>20.5.2 If the Subscriber intentionally provided incorrect information;</p> <p>20.5.3 In the event that the Subscriber performed an act or made an omission that harms or may harm the Partnership and/or the Municipality and/or the Authority and/or any third parties;</p> <p>20.5.4 In the event that the Subscriber or anyone on his or her behalf has violated the terms of this contract and/or if he or she avoids paying, illegally, for the services that he or she has used, whether via the website or in any other manner;</p> <p>20.5.5 In the event that the Subscriber's credit card is blocked or restricted in any way;</p> <p>20.5.6 In the event that the Subscriber has declared bankruptcy and/or has been declared insolvent and/or insolvency proceedings against the Subscriber are undertaken and/or dissolution and/or writ of execution is being carried out;</p> <p>20.5.7 In the event that the Subscriber transfers their rights to another.</p> |
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**Signature:** \_\_\_\_\_

**Direct debit payment by credit card:**

**To: CAR2GO Car Sharing T.L.V. ("The Partnership")**

- I, the undersigned, hereby grant you permission to charge my credit card, the details of which appear below (hereinafter: "the Credit Card") for the amounts to be paid on the acceptable dates with respect to my obligations as set forth in this contract. The charge will be**





**How did** you hear about us? \_\_\_\_\_

**I confirm the above-mentioned statements in this contract and confirm having read the "User Guide" instructions published on the website.**

**I hereby confirm receipt from the Partnership and/or the Municipality and/or the authority, of correspondence, messages, and bills and of marketing information, updates, and advertisements, via email / SMS / letter and/or any other means which I will give the Partnership.** I am aware that at any stage I can ask the Partnership to stop sending the above information.

**Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_