

GENERAL TERMS AND CONDITIONS

A. SCOPE OF APPLICATION, SUBJECT MATTER

We, Oscar Autovermietung GmbH, headquartered in Munich, registered in the commercial register of the Munich Local Court under HRB 274515 (phone +49 89 125039110, E-mail: info@oscar.auto) (hereinafter referred to as **“Oscar”**), operate an online platform for brokering vehicle rental contracts, which can be accessed via the German website www.oscar.auto or via the Oscar software application available for Android and iOS (the **“Platform”**).

Through the Platform, commercial vehicle owners, vehicle owners and car dealers (the **“Partners”**) can publish information about new and used cars, vans or other vehicles (together the **“Vehicles”**) that they wish to rent out, so that private users (the **“Consumers”** or the **“Renters”**) can make a reservation for the rental of these Vehicles directly with the Partners (the **“Reservation”**).

Through the Platform, commercial vehicle owners, vehicle owners and car dealers (the **“Partners”**) can publish information about new and used cars, vans or other vehicles (collectively, the **“Vehicles”**) that they wish to rent out, so that private users (the **“Consumers”** or the **“Renters”**) can make a reservation for the rental of these Vehicles directly with the Partners (the **“Reservation”**).

These terms of use (the **“Terms”**) include

- In **Section B. General Terms and Conditions for the use of the Platform**, the basic rules for access and use of the Platform by Partners and Consumers (collectively referred to as **“Users”**) and general legal rules applicable to all Users.
- In **Section C. General Rental Terms and Conditions**, the regulations applicable to all vehicle rental contracts between consumers and partners for the rental of vehicles.
- In **Section D. Special Rental Terms and Conditions for Long-Term Rentals / Car Subscriptions**, the supplementary regulations applicable to long-term rentals between consumers and partners.
- In **Section E. Special rental conditions for trailers**, the supplementary regulations applicable to the rental of trailers between consumers and partners.

Please note that Oscar itself does not offer vehicles for rental and does not become a party to the contract concluded between a consumer and a partner for the rental of a vehicle (the **“Vehicle Rental Contract”**) or any other contract or contractual relationship of any kind between the users themselves or between the users and insurers following a reservation on the Platform. These contracts are concluded exclusively between the respective contractual partners.

For the purposes of these terms and conditions, **“you”** or **“your”** means any natural or legal person or association of persons who use the platform either as a partner or as a consumer for information or to initiate or conclude vehicle rental contracts. By **“we”** or **“us”** is meant Oscar (as defined above).

Any terms and conditions of users that deviate from or supplement these terms and conditions shall not apply.

B. GENERAL TERMS AND CONDITIONS FOR THE USE OF THE PLATFORM

1. ACCESS AND SCOPE OF SERVICES

1.1 Use and authorization

In principle, you can also view the advertisements published on the platform without registering.

Booking a vehicle as a consumer is only permitted for natural persons who are at least 18 years old and have unlimited legal capacity. Minors and other natural persons with limited or no legal capacity are not permitted to book a vehicle.

Registration as a partner requires the prior approval of Oscar.

As part of the registration process, you must fill in all mandatory fields of the registration form truthfully and completely and provide Oscar with certain information. This information will be treated confidentially in accordance with our privacy policy.

By submitting the registration form, the user makes an offer to enter into a user agreement with Oscar and agrees to Oscar's terms and conditions.

1.2 Registration and user account

You must provide accurate, up-to-date and - insofar as this is mandatory and marked accordingly - complete information and undertake not to impersonate any other person or entity when registering and to keep your account information up to date. If the data collected changes after registration, the user must update their details in their user account immediately or - if this is not possible - inform Oscar of the changes without delay.

We will take appropriate technical and organizational measures on our servers to protect your registration data from unauthorized disclosure or unauthorized access. Outside of our sphere of influence, you are solely responsible for maintaining the confidentiality of your login data and for all activities that occur through the use of your login data. You agree to notify Oscar immediately if you suspect that your credentials have been lost, stolen or your account has otherwise been compromised.

Only one registration per legal or natural person is permitted. A user account is not transferable.

1.3 Service description

We operate the Platform to enable the listing of vehicles for rent, the search for vehicles, products or services offered through the Platform or the booking of a vehicle or for other purposes expressly stated on the Platform (hereinafter referred to as “**Services**”).

By using the Platform and accepting these Terms, you acknowledge that Oscar is not a party to any contracts entered into between you and other users.

1.4 No guarantee of availability

Oscar does not guarantee the uninterrupted availability or accessibility of the platform.

2. INTELLECTUAL PROPERTY

2.1 Limited license to use the platform

Subject to the content provided by the Users, Oscar is the sole owner of all intellectual property rights to the Platform, its content (in particular texts, images, designs, logos, videos, sounds, data, graphics) as well as to the software and databases that ensure the operation of the Platform.

Users are granted a limited, revocable, non-exclusive and non-transferable license to access and use the Platform in accordance with these Terms.

Any use of the Platform for other purposes or not in accordance with these Terms is expressly prohibited. In particular, every user is obliged to

- not to copy, reproduce, modify, adapt, publish or distribute the content or parts thereof, or have it copied, reproduced, modified, adapted, published or distributed, unless Oscar has expressly authorized this in writing in advance;
- not to modify or have modified content or parts of the platform, translate it or have it translated into another language or computer language or create or have created works derived from it;
- decompile or reverse engineer the platform or have it decompiled or reverse engineered;
- not to monitor, collect or extract all or part of the Platform's data or have it monitored, collected or extracted in whole or in part by using a robot, rover, "bot", spider, scraper, crawler, spyware, engine, device, software, collection or extraction tool or any other automated process;
- not to use the platform to post or transmit information that is inaccurate, unobjective, fraudulent, misleading, unlawful, threatening, offensive, defamatory, obscene, vulgar, pornographic or offensive to dignity, honor or sexual self-determination;
- not infringe any proprietary rights or other rights of third parties, including, but not limited to, copyrights, trademarks, patents, trade secrets, other intellectual or proprietary rights, and privacy or data protection rights;
- not to copy, retain or otherwise access any information, including personal data about other users, in a manner that is inconsistent with these Terms or that violates the privacy rights of other users or third parties or applicable law; personal data, in particular contact data of others, which is contained in Oscar's services or of which the user otherwise becomes aware in the course of using the services, may be used by users solely for the purpose of initiating and processing vehicle rental contracts using the platform. In particular, it is prohibited to use such data for advertising purposes and to send unsolicited e-mail, fax or postal advertising to the person concerned or to contact them by telephone without being asked;
- impersonating another natural or legal person or misrepresenting your own identity;
- not to use the Platform for any purpose that is not expressly permitted by these Terms or that is contrary to or misleadingly implies cooperation with or approval by Oscar;

- refrain from any other use of or access to the Platform which, in our sole judgment, is objectionable or which restricts or inhibits any other user from using the Platform, the Services or the operation of the Platform or which may result in harm to Oscar or any other user.

2.2 Oscar's use of user content

By creating, uploading, posting, sending, receiving, storing or otherwise disclosing information, data, images, video and audio materials, by users (the “User Content”) on or through the Platform, you grant Oscar a non-exclusive, worldwide, royalty-free, irrevocable, perpetual, sublicensable and transferable license to access, use, edit, view, analyze, store, copy, reproduce, modify or remove User Content, including without limitation (i) to operate the Platform, (including for fraud prevention, risk assessment, investigation and customer support purposes), (ii) ensure User compliance with these Terms, (iii) comply with any applicable law or order of a court, law enforcement agency or other administrative or governmental body, (iv) take action against any User Content that we deem harmful or objectionable, (v) take any action set forth in these Terms, and/or (vi) maintain and enforce quality or suitability criteria.

2.3 Use of the partner's logos, trademarks and trade names by Oscar

Partner grants Oscar a limited, revocable, non-transferable, non-sublicensable, non-exclusive and royalty-free license to use the logos, trademarks, trade names and other features used by it on the Platform or otherwise made available to Oscar, including any User Content, for the sole purpose of including them on the Platform, conducting marketing campaigns and promoting the services offered on the Platform in accordance with these Terms.

3. TERM, TERMINATION AND CANCELLATION of the Platform Usage Agreement

3.1 Runtime

The existing platform usage agreement between users and Oscar runs for an indefinite period.

3.2 Termination by the user

The platform usage contract can be terminated by the user without observing a notice period and without giving reasons. For the user's declaration of termination, it is sufficient to send an E-Mail to info@oscar.auto.

3.3 Termination by Oscar

Oscar may terminate the platform usage contract subject to a notice period of two weeks. An E-Mail to the user's E-Mail address provided during registration is sufficient for Oscar's declaration of termination. The statutory right of the user and Oscar to extraordinary termination remains unaffected.

3.4 Blocking of the user account

Oscar is authorized to block a user account:

- if false information was provided during registration;
- in the event of loss or suspected misuse of the access data by a third party;
- if the user has breached these Oscar Terms; or

- if there is otherwise an important reason.

In the event that the user account is blocked, the user concerned is prohibited from re-registering with Oscar and opening a new user account until Oscar has given its express prior consent. Oscar must notify the user of the reason for an intended blocking in text form prior to the blocking and grant the user a remedy period within the scope of this notification, within which the user has the opportunity to respond and remedy the reason for the intended blocking. After the unsuccessful expiry of this remedy period, Oscar may enforce the blocking. Oscar is entitled to immediate blocking if the reason for the intended blocking cannot objectively be eliminated or if it is unreasonable for Oscar to wait for the expiry of the remedy period, taking into account the interests of Oscar and the user.

4. PAYMENTS

By using the Platform, you grant Oscar a collection mandate for the processing of all collections, deposits and payments ("**Payments**") made on the Platform in its name and on its behalf. In particular, the Payments are processed by our payment service provider Clearhaus A/S with VAT ID DK33749996 and registered in Denmark (the "**Payment Service Provider**").

Consequently, Oscar collects the total amount payable by the consumer upon acceptance of the reservation via the Payment Service Provider, as described in Clause 1 of Section C (Special conditions for consumers) of these Terms.

5. RELEASE

Without prejudice to Oscar's statutory rights, the Partner shall indemnify Oscar and its affiliates or their respective officers, directors, employees, agents, subcontractors, licensors or suppliers against all losses, damages or claims of third parties suffered or asserted against them as a result of (i) the Partner's use of the Platform, (ii) the Partner's breach of these Terms, or (iii) the Partner's violation of applicable laws and regulations. The Partner shall also assume the costs of the necessary legal defense, including all court and attorney's fees in the statutory amount. The above sentences 1 and 2 shall not apply if the Partner is not responsible for the infringement. In the event of a claim by third parties, the partner is obliged to provide Oscar immediately, truthfully and completely with all information necessary for the examination of the claims and a defense.

6. CHANGES TO THE CONDITIONS

Oscar has the right to change these terms and conditions if Oscar can demonstrate a reason for the change and a change to these terms and conditions is reasonable for the user, taking into account the interests of both parties.

There is a reason for change,

- if the intended change is only beneficial to the user;
- if the intended change is purely technical or procedural, unless it has a significant impact on the user;
- if we are legally obliged to make the intended change, in particular if the applicable legal situation changes or if we are obliged to do so by a court judgment directed against us (the subject of which is not these terms and conditions);

- insofar as we introduce additional services, services or service elements that require a service description in the terms and conditions, unless the existing user relationship is adversely changed as a result.

Any change that would lead to a change in the nature of the main contractual service owed by us is expressly excluded from the above right to make changes. In such a case, we will notify you of the changes to the terms and conditions and offer to continue the user relationship under the changed terms and conditions.

The planned changes to the Terms will be announced to the user at least thirty (30) days before the planned entry into force by e-mail to the e-mail address provided by the user (the “**Change Announcement**”). The user shall be deemed to have consented to the amendment of the Terms of Use if he/she does not object to the amendment in text form (e.g. letter, fax, e-mail) within a period of thirty (30) days, beginning on the day following the Amendment Notice. Oscar undertakes to point out separately in the notice of change the possibility of objection, the deadline for objection, the text form requirement and the significance or consequences of failure to object.

If the user objects to the amendment of the terms and conditions in due form and time, the contractual relationship shall continue under the previous terms and conditions. In this case, Oscar reserves the right to terminate the contractual relationship.

A change to the terms and conditions with the express consent of the user is possible at any time.

8. LIABILITY

8.1 Limitation of liability

Claims for damages by the user, regardless of the legal grounds, arising directly or indirectly in connection with the contractual relationship, are excluded, unless otherwise stipulated below:

Furthermore, Oscar is liable for the negligent breach of essential contractual obligations (“**cardinal obligations**”). Cardinal obligations are obligations whose fulfillment makes the proper execution of the contract possible in the first place and on whose compliance the user regularly relies and may rely, i.e. rights and obligations that the contract has to grant according to its content and purpose. In this case, however, Oscar is only liable for the foreseeable damage typical for the contract.

8.2 Indispensable liability

Oscar is liable without limitation in the event of intent or gross negligence. The above limitations of liability also do not apply in the event of injury to life, limb or health, for a defect following the assumption of a guarantee and in the event of fraudulent intent. The provisions of the Product Liability Act also remain unaffected.

8.3 Liability for vicarious agents

Insofar as Oscar's liability is excluded or limited, this also applies to the personal liability of employees, representatives and vicarious agents.

9. CONTACT

If you have any complaints, queries, comments or suggestions, please do not hesitate to contact us. You can reach us at any time using the following contact details:

Address: Oscar Autovermietung GmbH, Sandstraße 3, 80335 München

Phone: +49 89 125039110

E-Mail: info@oscar.auto

9. OTHER

9.1 No offsetting

The user is not entitled to set-off unless the counterclaims have been legally established or are undisputed.

9.2 Internal procedure for handling complaints

Oscar has an internal complaints handling system that is available to you free of charge. If you wish to lodge a complaint in relation to any of the following, where you are specifically concerned: (i) concerns regarding Oscar's compliance with its obligations under "Regulation (EU) 2019/1150 of the European Parliament and of the Council of 20 June 2019 on promoting fairness and transparency in the use of online information services by businesses" ("**P2B Regulation**") or from other relevant laws; (ii) technological issues directly related to Oscar's provision of the Platform to you; or (iii) actions taken by Oscar in relation to the provision of the Platform that affect you; please contact Oscar using the details provided in Section B (General Terms), point 8. Your complaint will be reviewed and forwarded to the relevant internal departments to investigate the concern you have raised.

9.3 Applicable law; place of jurisdiction

These terms and conditions are subject to German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods. For consumers residing in the EU, the mandatory provisions of the consumer protection law of the member state in which the consumer has his habitual residence shall also apply, provided that these are more favorable to the consumer than the provisions of German law and Oscar carries out its activities in the state or (also) directs its activities to the state in which the consumer has his habitual residence.

If the user is a merchant, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all claims arising from these terms and conditions is Munich.

For users who are consumers, the place of jurisdiction is the respective place of residence of the consumer and the registered office of Oscar. Oscar may only initiate legal proceedings against consumers before the courts at their place of residence.

9.4 Salvatory clause

Should individual provisions of these terms and conditions be or become invalid or ineffective in whole or in part, this shall not affect the validity of the remaining provisions. Any provisions of these terms and conditions that are not included or are invalid shall be replaced by statutory law. If such statutory law is not available in the respective case (loophole) or would lead to an unacceptable result, the parties shall enter into negotiations to replace the non-included or invalid provision with a valid provision that comes as close as possible to it in economic terms.

C. GENERAL RENTAL CONDITIONS

1. RESERVATION PROCEDURE

1.1 Reservation

If the customer is interested in a Partner's ad, the customer can make a reservation by following the steps provided on the Platform during the reservation process and completing the forms provided for this purpose.

1.2 Finalizing the reservation

The last step before finalizing the reservation is the payment confirmation. Before the renter finalizes the reservation, a summary of the reservation is displayed, indicating the desired vehicle and the amount of the vehicle rental price to be paid at the time of reservation (up to 100% of the vehicle rental price) and other conditions of the vehicle rental contract to be concluded.

To confirm the payment, the renter must click on the corresponding button in the reservation process. Before finalizing the reservation, the renter should check all the information entered and correct any errors. As soon as we receive the reservation, we will start processing it immediately

The reservation triggers payable obligations for the tenant. However, the renter does not conclude the vehicle rental contract via the platform. On the basis of the reservation confirmed on the platform, the renter concludes the vehicle rental contract with the respective partner **after** the reservation at the place of vehicle handover or digitally.

1.3 Confirmation of the reservation

After the customer has made a reservation, we or the partner will send the customer a confirmation e-mail in which the receipt of the reservation is confirmed to the customer.

1.4 No right of withdrawal

When making a reservation via our platform, the customer is not entitled to the statutory right of withdrawal vis-à-vis the partner. This is regulated by law in § 312d para. 2 no. 9 BGB (German Civil Code).

1.5 Completion of the vehicle rental and insurance contract

Oscar is not a party to a vehicle rental contract between the renter and a partner and does not offer vehicle rental services, nor does our platform enable the direct conclusion of vehicle rental contracts. On the basis of the reservation confirmed on the platform, renters conclude the vehicle rental contract with the respective partner after the reservation at the place of vehicle handover or digitally.

Oscar's service does not consist of providing the services from a vehicle rental agreement. The services from the vehicle rental agreement are provided by the respective partner. Therefore, renters must direct their claims from the vehicle rental agreement against the partner.

Oscar's service is to provide general information on the conclusion of a vehicle rental contract on the platform and to facilitate the conclusion of a vehicle rental contract. Information about the services of the respective partner does not constitute a guarantee or assurance by Oscar, but is information provided by the partner. If renters decide to take out insurance via the platform, renters conclude an

insurance contract with the respective insurer, which is subject to the insurance conditions. Oscar is not a party to such an insurance contract.

2. RENTAL CONDITIONS

2.1 Each customer and each partner accepts that the rental conditions in

- **Section C. GENERAL RENTAL CONDITIONS,**
- **Section D. SPECIAL RENTAL CONDITIONS FOR LONG-TERM RENTALS / CAR SUBSCRIPTIONS,**
and
- **Section E. SPECIAL RENTAL CONDITIONS FOR TRAILERS**

are an integral part of every vehicle rental agreement between the customer and the partner.

2.2 The customer can choose on the platform between a daily rental and a long-term rental (car subscription (from 28 days rental period from the start of the booking)).

2.3 To process the vehicle handover, renters must present the vehicle to the partner on request:

- a valid driver's license
- Identity card
- Credit-/debit card

2.4 Customer are obliged,

- a) to pay the agreed rental price;
- b) to collect the vehicle at the agreed time;
- c) to inform the partner when collecting the vehicle of any damage or defects that are not evident in the damage report;
- d) the vehicle must be returned in the contractually agreed condition, particularly with regard to the cleanliness of the interior and exterior appearance, at the agreed time and place, with the condition at the time of return corresponding to that at the time of rental;
- e) to inform the partner if the return is delayed;
- f) to refrain from using the vehicle abroad (outside Germany) unless the customer has taken out foreign insurance and the vehicle rental contract permits use abroad;
- g) to pay parking fees and other costs incurred by the customer during the rental period
- h) to refrain from smoking in the vehicles;
- i) to register each additional driver (in addition to the renter) before picking up the vehicle at the following telephone number: +49 89 125039110

2.5 The customer is prohibited from using/allowing the use of rented vehicles:

- a) for the direct or indirect transportation of goods or persons against payment;
- b) for the transportation of animals;
- c) for towing other vehicles, unless this has been agreed with the partner;
- d) for driving courses, motorsport events or vehicle races;
- e) for purposes involving the need for additional cleaning after using the vehicle;
- f) for off-road use;
- g) under the influence of drugs and/or alcohol;
- h) by persons who are not listed in the vehicle rental agreement;
- i) for journeys to recycling centers, unless otherwise agreed with the partner;
- j) transport dangerous goods in rented vehicles.

2.6 If the vehicle is returned at an earlier date than agreed in the vehicle rental contract, the customer is not entitled to a refund of part of the rental costs, unless the customer's statutory rights in respect of defects entitle the customer to a refund.

2.7 The customer shall be liable for culpably caused damage of any kind, in particular for vehicle damage, vehicle loss and breaches of the renter's obligations under the vehicle rental agreement as well as for breaches of traffic and regulatory provisions and other statutory provisions in accordance with the general liability rules.

1. Liability Insurance

- a. Each vehicle is covered by liability insurance, which at least meets the statutory coverage requirements. Currently, this is €7.5 million for personal injury, €1.22 million for property damage, and €50,000 for financial loss. For more details, please inquire with the partner.

2. Liability Limitation for Damages to the Rented Vehicle:

- a. Each rental facilitated by Oscar includes a basic package for limiting liability due to accidental damage. An accident, in the context of this provision, is a sudden event in public road traffic that is causally related to the typical dangers of such traffic and results in non-trivial property damage. The liability limit depends on the rented vehicle class and is specified at the time of reservation and in the rental contract.
- b. When booking through the platform, there is the option to further reduce or even completely waive this liability (depending on the rented vehicle class) by paying an additional fee. These fees are also listed in the reservation and rental contract.
- c. For all packages (currently: Basic, Comfort, Premium), the following general principles of liability apply:
 - i. The liability limitation caps liability for accidental damage, vandalism, and theft.
 - ii. Excluded from the liability reduction are damages caused by misuse, intent, or gross negligence.
 - iii. The liability reduction also becomes invalid if the renter fails to fulfill their obligation to mitigate damages.
 - iv. Additionally, the liability reduction does not cover:
 - 1. Damage to tires and rims (except in the case of an accident)
 - 2. Damage to glass (including mirrors) and lighting (except in the case of an accident)
 - 3. Damage to the interior (except in the case of an accident)
 - 4. Damage caused by incorrect or lack of refueling
 - 5. Loss of keys.

2.8 Obligation to Report Damages: The renter is obligated to immediately inform the police in the event of any damage caused by them or occurring during the rental period. This particularly applies to damages resulting from burglary, vandalism, theft, or traffic accidents. If the renter fails to promptly notify the police, they will be liable for all resulting damages and costs. This includes, but is not limited to, increased insurance costs, third-party compensation claims, and all repair costs. Additionally, the lessor reserves the right to terminate the rental agreement without notice and to take legal action against the renter if necessary.

2.9 The customer owes the partner the agreed rent, rates and charges.

2.10 The vehicle rental agreement is governed by German law. Clause 9.3. in Section A. General Terms and Conditions shall apply accordingly.

3. PAYMENT, RENTAL PRICE

3.1 Customers can choose between the payment methods displayed during the reservation process to pay the agreed rental price in the agreed amount. If renters book the car more than 48 hours before the agreed pick-up time, either 100% or 25% + deposit will be paid - based on the agreed rental price and the remaining amount at pick-up. If you book within 48 hours of the pick-up time, the full amount will be paid at the time of booking.

3.2 Fuel costs are not included in the rental price.

3.3 Partners are entitled to charge the renter for fuel costs (if the vehicle is returned with less fuel than when it was collected), additional mileage over and above that agreed in the vehicle rental contract, costs for excess in the event of damage to the vehicle, parking tickets, any parking tickets and other amounts in connection with the rental.

3.4 The amount of the deposit usually depends on whether the customer takes out excess insurance or not. The car rental locations decide on the amount of the deposit, which can usually be up to EUR 5000. The deposit is paid when picking up the rental car.

3.5 The customer can hire additional accessories such as car seats, child seats and seat cushions for a fee.

3.6 The customer is not entitled to a pro rata refund for mileage not used up. This also applies to additional kilometers purchased by the renter.

3.7 Multiple promotional codes cannot be combined or used at the same time.

4. CANCELLATION POLICY

4.1 The customer can cancel the reservation against payment of a cancellation fee in accordance with the following conditions by contacting us on +49 89 125039110 or by e-mail at info@oscar.auto.

4.1.1 Passenger Car

4.1.1.1 More than 48 hours before the start of the rental period: free of charge.

4.1.1.2 48 hours or less before the start of the rental period: 100% of the rental price will be charged.

4.1.1.3 Not picking up the vehicle: 100% of the rental price will be charged.

4.1.2 Vans, minibuses, trailers or similar vehicles

4.1.1.1 More than 48 hours before the start of the rental period: free of charge.

4.1.1.2 48 hours or less before the start of the rental period: 100% of the rental price will be charged.

4.1.1.3 Not picking up the vehicle: 100% of the rental price will be charged.

4.2 Oscar will process any refunds and/or compensation through its payment service provider without delay. However, the specific timeframe for receiving refunds will depend on the payment method and the rules of the payment system in question.

4.3 Cancellation conditions do not apply to rentals that are long-term rentals (as defined in D. Special rental conditions for long-term rentals / car subscriptions).

5. Fees

5.1 The customer is obliged to pay the partner a lump-sum compensation ("fee") as compensation for the administrative expenses incurred by the partner in processing inquiries from authorities or other third parties to investigate administrative offenses, criminal offenses or other disturbances committed during the respective rental period or as compensation for other events giving rise to fees listed in the following list of fees.

5.2 The customer is permitted to prove that no damage was incurred at all or that it was significantly lower than the fee claimed against the renter. The partner is entitled to claim damages exceeding the amount of the fee.

Table of fees

Event	Fee
Late return of the vehicle	40€ to 80€ + additional rental days
Collection of the vehicle in the event of late return	175€ to 250€ + 2€ per Kilometer
Lack of fuel	30 € to 50€ + fuel
Special cleaning (Interior cleaning (small))	25€ to 50€
Special cleaning (Interior cleaning (large))	50€ to 100€
Special cleaning (car wash (small))	25€ to 50€
Special cleaning (car wash (large))	50€ to 100€
Smoking/animals in the car	200€ to 250€
Unpaid parking tickets and fines	20€ to 40€ + Parking ticket / fine

Non-contractual foreign use	200€ to 300€ + 8€ per booking day
Unregistered driver	200€ to 300€ + 5€ per booking day
Removal of the vehicle's attached stickers/labels	100€ per sticker/label
Damage settlement	Handling fee 30€ to 50€

D. SPECIAL RENTAL CONDITIONS FOR LONG-TERM RENTALS / CAR SUBSCRIPTIONS

An Oscar long-term rental or car subscription is a subscription solution where customers can rent a car on the daily or monthly basis chosen by the customer ("long-term rental"). The vehicle rental agreement for a long-term rental is also concluded between the renter and the respective partner who rents out the respective car. The following terms and conditions apply to long-term rentals in addition to Section B. General Rental Terms and Conditions.

1. Setting up a long-term rental

Customers can reserve a long-term rental via our platform according to the desired conditions. The customer is then asked to pay, whereupon the subscription is created and a confirmation is sent by e-mail.

2. Conditions for setting up a long-term rental

By entering into a long-term rental agreement, the customer agrees that OSCAR may debit the monthly price for the long-term rental from the specified means of payment for the duration of the rental agreement. The first payment for a long-term rental must be made on the day the contract is concluded, after which payments are made monthly. An invoice will be sent upon conclusion and termination of the long-term rental.

3. Termination of long-term rental

When setting up the long-term rental, the customer specifies a date for the end of the long-term rental. After this date, the long-term rental is automatically terminated. A separate termination by the customer is not required.

If the long-term rental is to be extended, the customer must contact Oscar customer service before the agreed long-term rental period expires. An extension of the long-term rental requires a separate agreement.

If you have any questions or changes to your long-term rental, please contact our customer service at +49 89 125039110.

4. Cancellation of Car Subscriptions

If you cancel your Car Subscription:

- a) At least 48 hours before the agreed pick-up time

You are required to pay the fee for one (1) full month of the subscription period.

- b) Less than 48 hours before the agreed pick-up time:

You are required to pay:

- the fee for one (1) full month, and
- a cancellation fee equal to 50% of the fees for the remaining subscription period.

- c) After the pick-up time (during an active subscription) - Cancellation is subject to a notice period of one (1) full month.

You are required to pay:

- the fee for the current month,
- the fee for the notice month, and
- 50% of the fees for the remaining subscription period after the notice month.

The vehicle must be returned no later than the final day of the notice period.

E. SPECIAL RENTAL CONDITIONS FOR TRAILERS

1. The trailer may only be operated by the renter or co-renters notified to the partner.
2. The Customer is not allowed to sublet the trailer or use it for the transportation of persons.
3. The Partner is entitled to retain the deposit paid if the Hirer has damaged the trailer through his own fault until a statement of the repair costs is available - and then to offset these costs against it.
4. The Customer is obliged to check the trailer on handover to ensure that it is in proper condition, in particular with regard to brakes, signaling devices and lights and to document any defects.
5. The Customer must be in possession of a valid driving license authorizing him to tow the rented trailer.
6. The customer is responsible for ensuring that the total weight of the car and trailer is not exceeded.