

General conditions of service

1. Object:

1.1 WIB ADVANCE MOBILITY S.L. with NIF B88054176 and registered office in Madrid, (28021), Calle Laguna del Marquesado núm. 37, is a company that offers its users the temporary lease of multi-user vehicles, also known as "carsharing", operating under the registered trademark WIBLE.

Specifically, WIBLE rents vehicles to registered users, subject to the availability conditions that will be explained below, which may be used inside and outside a certain and delimited operational area, and the journey must end in the WIBLE Bases or within the operational area, which includes areas where parking is permitted on public roads or in the network of car parks and squares arranged and enabled for this purpose.

1.2 The operational area, the WIBLE Bases as well as the network of car parks and concerted parking spaces for each city in which WIBLE operates will be delimited and updated both on the website www.wible.es and in the WIBLE App (hereinafter the App).

2. Definitions:

"User/registered User": a natural person who, after agreeing to and accepting these Conditions, provides all personal data and documentation required for this purpose and after the corresponding acceptance by WIBLE, adheres to the service offered to, where appropriate, make use of the vehicles available for rental or lease by minutes, hours or days.

"Service": The service consists of the reservation and use through the rental of vehicles that are available for that purpose by users for the time that this makes use of this service, subject to the user has previously accepted these General Conditions of Contract which include registration and / or adherence to the service, including all validations required for this purpose, acceptance of the rates and prices provided by WIBLE for such rental as well as penalties that may arise from misuse or improper use of the service.

"Operational area": Areas delimited by WIBLE within whose boundaries the Service can be started and ended. The enabled zones can be consulted on the WIBLE website as well as in the App. The user shall be obliged to terminate the WIBLE service within the operational area, which includes areas where parking is permitted on public roads, a network of car parks and parking spaces arranged and enabled by WIBLE for this purpose, as well as in the WIBLE Bases in accordance with the provisions of these Conditions.

"**Restricted zone**": Areas delimited by WIBLE within the limits of which the Service cannot be performed and/or terminated. Users are prohibited from using the vehicles object of rental within these restricted areas, being the breach of this obligation an express cause of resolution of the relationship established between the user and WIBLE. The restricted areas can be consulted on this [link](#).

"WIBLE Bases": Parkings where the client will be able to park his particular vehicle and to take a WIBLE vehicle or to accede to this parking without vehicle and to take a WIBLE vehicle, as well as will be able to finish the trip in the referred parkings. For the parking of the user's private vehicle in this area, the user will be charged an additional €1 for the trip as stated in the [Price Policy](#), provided that the user has used the WIBLE service for at least 40 minutes. In the event that this minimum time has not been reached, the user will be charged for the additional parking service as stipulated in the [Price Policy](#).

"Approved car parks or spaces": WIBLE offers users the possibility of parking in a network of approved car parks and authorised concerted parking spaces located throughout the city, which entails an additional cost to the price of the service, as stated in the [Price Policy](#). These car parks and concert halls will be duly signposted and delimited on the map of the App and will be labelled with the WIBLE logo.

"Long Rental": Service offered to the user for long-distance or temporary long-distance rentals. In this particular case the pricing is different and is specifically detailed in the [Price Policy](#).

"Long Duration Trip": Trip with duration superior to 1 hour or distance superior to 100Km.

"App": This is the application developed for smartphones that will be available in the Apple Store and in the Android Play Store and that the user will be able to download without any cost and that serves the user to access his account and to be able to make use of the system of reservations and rent of the vehicles in the terms previously exposed.

3. Acceptance of the general conditions:

3.1. Acceptance of these General Conditions by the user is necessary and essential for registration and use of the service.

The user, through the introduction of his personal data in the form, the uploading of the required documents and the express acceptance of these General Conditions, signs a framework agreement with WIBLE that will regulate the specific carsharing operations that are the object of request.

The signing of the framework agreement exempts both the user and WIBLE from having to consent to as many individual leasing contracts as required for each service.

However, the conclusion of a framework agreement does not imply a right for the user to demand from WIBLE an individualized rental at his free and sole choice, since such a possibility is limited to the existing availability of vehicles.

3.2. The registration of the user and adherence to these Terms and Conditions by the user, is subject to confirmation of acceptance of WIBLE as long as the user has provided all personal data required for this purpose, as well as the necessary documentation to do so, thus completing the registration.

WIBLE reserves the right to refuse the registration of a user, provided that it considers that acceptance of the same may pose a risk of possible violation of these Conditions.

3.3. These Terms shall apply for the entire duration of the relationship between the user and WIBLE until the end thereof, by termination requested by the user or by decision of WIBLE motivated by the breach.

WIBLE is empowered to review and modify both these General Conditions and its

Price Policy, as a result of changes in legislation, jurisprudential doctrine that was applicable to the service, criteria of administrative bodies or variation of the sectorial and / or general economic situation that leads to an increase in prices.

Such modifications will be duly notified to the user by notices inserted in the App and on the website and/or by communication addressed to the e-mail address designated by the user. In any case, WIBLE will expressly indicate the date from which the modification shall be in effect. The user will have one month in which, through the customer service area or by email to the address clientes@WIBLE.es express their agreement or rejection of the changes made WIBLE. In the event that the user expresses its rejection of such changes or does not proceed to manifest within the period granted for that purpose, which will be understood as a tacit rejection, WIBLE will proceed to terminate the service contracted and as a customer.

The Conditions that are in force at the time of registration of the user will be those governing the relationship between this and WIBLE, without prejudice to those changes that WIBLE deems necessary to carry out in the terms set out above, which will also be subject to compliance or observance in the relationship between the parties.

These Conditions are drawn up and communicated in Spanish and English. In the event of any discrepancy between the two versions, the Spanish version shall prevail.

4. Download the App:

4.1. In order to use the service, the user must have a smartphone with Internet access, the cost of which will be borne by the user with the mobile phone provider he has chosen. Likewise, the operating system of the terminal or smartphone must be compatible with the technical requirements necessary for the installation of the App.

In this sense, the following systems are compatible for the installation of the App:

- ANDROID version 4.4 or higher.
- IOS version iOS 9 or higher.

WIBLE is not responsible for malfunction or damage that may result from downloading, installation and / or use of the App.

4.2. The user must guarantee that the App will be in correct operation during the entire provision of a service, understood as the period between the reservation that is made on a chosen vehicle until it is closed, ending, therefore, the specific rental and use of the mime.

In certain cases, the lack of connection to a mobile network, in particular to mobile data, may mean that services are not available. This is so, since in order to make use of the services through the App the user will need to have a mobile data network (3G, 4G or 5G) necessary for the transmission of certain information.

4.3. WIBLE is held completely indemnified, and may therefore not be demanded any responsibility, for all limitations, disturbances or imprecisions in the use of the services albeit through the app or the website, due to random causes and/or of force measure, and any cause that could not have been foreseen or which, if foreseen, were inevitable.

5. Registration and use of the service:

5.1. In order to use the service, the user shall register in the WIBLE App through the registration form. Specifically, by:

- (i) Filling in the obligatory fields, being those marked with an asterisk (*), and

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- (ii) Providing the required images.
 - (iii) Accepting the boxes indicated for this purpose, in particular:
 - Acceptance of these terms and conditions
 - After reading the basic information about the [Privacy Policy](#), accepting it.
 - Accepting explicitly that the condition of being a WiBLE user means that WiBLE, through the technology carried out by Drive Smart, will profile the user's driving.
 - Accepting the [Price Policy](#).

During the registration phase, the user will create an Identification (ID that will coincide by default with his e-mail account) and a Password that will be personal, confidential and non-transferable. Through the ID and password, the user will be able to access, from any terminal or equipment, his personal information and the functions of the WiBLE service. The user undertakes to diligently guard his ID and password, preventing at all times that falls into the hands of third parties. In case of loss or theft of the ID and / or password the user must immediately bring such tips to the attention of WiBLE through the customer service area. Failure to do so, the user will be solely responsible for any damages that may be caused, both to him, as to third parties and / or WiBLE, as a result of a non-consented use of the ID and password that allows access to the service and misuse of vehicles for hire.

Notwithstanding this, before using the service, users must confirm the following requirements by providing scanned images of the same and/or providing the full numbering of their:

1. Identity Document (DNI/NIE/Passport) in force.
2. Valid Class "B" Driving Permit.
3. A debit or credit card to be used as a means of payment for the service and of which you must be the cardholder.
4. Selfie or auto photo.

The user will be responsible, at all times and before any Authority, for the veracity of all personal or any kind of data and documents that are provided in order to proceed to registration in the service and be able to make use of it. Similarly, must keep at all times updated the 3 documents above, otherwise WiBLE reserves the right to deny access to the service.

5.2 The user registration process for the service shall consist of four (4) steps:

1. The user must enter as first fields to be filled in, their telephone number, e-mail address and password, at which time they must accept these terms and conditions, as well as the [Privacy Policy](#) after being informed of it with both basic and additional information.
2. The user will upload in the App a double-sided scanned image of his National Identity Document in force. Those who do not have Spanish citizenship must replace their DNI with the following documents:
 - a. If you are a citizen of a country of the European Union, valid national identity card or passport, in any case, in force or Certificate of registration as a citizen of the Union issued by the Ministry of the Interior in force.
 - b. If you are not a citizen of a European Union country, a valid Foreigners Identification Number (NIE) issued by the Ministry of the Interior or a valid Passport.
3. Subsequently, the user will upload in the App a double-sided scanned image of his Spanish Driving Permit (at least class "B"), similar national title issued by any European Union Country or international driving permit together with that

of his country of origin. In either case, the title enabling to drive must be in force and sufficient for automobiles.

4. In a third step, the user will use the front camera of his smartphone or mobile phone terminal to make an auto-photo or "selfie" of his face in order to be destined for WIBLE to check, by comparison procedure, that the face resulting from the "selfie" matches that resulting from the photographs inserted in the titles or official documents that, as shown, have been loaded.

5. Finally, the user will provide the complete numbering of his or her credit or debit card, which will serve as a means of payment for the specific services he or she uses. It must expressly include the date until which the card will be in force (month/year) and the CCV on the back. For the verification of the effectiveness of the card indicated as a means of payment, the user authorizes WIBLE to make an automatic charge through the payment gateway that will be responsible for the collection of services, amount that will be returned immediately by the same means.

5.3. Once WIBLE has been provided with all of the documents above, it will automatically examine the security and veracity thereof in order to validate the user.

If an incident occurs during this process, WIBLE will proceed to examine the documentation provided by the user manually. To this end, WIBLE, by means of e-mail addressed to the designated address, will request the user to send the documentation and information indicated above by e-mail addressed to clientes@WIBLE.es. Once the documentation has been received, the WIBLE staff will carry out the appropriate verification tasks. As long as this information is not provided or the error is not corrected, the user will be blocked until the registration process is properly completed, or desists from it in which case the account will be deleted, as indicated below.

The user will be responsible for the veracity of the data provided, making sure to be the owner of the documents provided, or if the bank details are not yours, be authorized to provide them and make charges by the account holder.

Only natural persons who have reached the age of majority and do not have their decision-making capacities intervened by a judicially appointed third party or are deprived of the right to drive by an administrative or judicial decision in force may apply for registration as users.

5.4. If there should be any negative sign concerning:

1. the truth and/or veracity of the information and/or documentation provided for the user registry,
2. the user being of legal age,
3. the user's ability to act, and/or
4. any other circumstance or indication that gives rise to suspicion as to the veracity of the user's identity, the lack of authorisation for its use or the possible breach of these General Conditions,

in accordance with the information supplied in the documents provided, WIBLE reserves the right to block and not register a specific user, and if necessary, to disable the use of their respective account.

In this sense, if the user does not clarify the doubts or limitations to the registration, which have arisen and motivated the previous decision within forty-eight (48) hours from the communication issued by WIBLE communicating one or the other extreme, WIBLE will resolve the relationship between the parties, leaving it without effect and without such a measure giving the user any right to obtain compensation and / or

compensation of any kind. This decision will be communicated to the user by email to the account designated at the time of registration.

5.5. In the event that the driving license or title enabling the user to drive motor vehicles of class "B" expires, is lost or is withdrawn by the competent administrative or judicial authority, and without prejudice to the duty to communicate such a fact within forty-eight (48) hours, WIBLE will temporarily suspend the possibility of using the service (specifically, the possibility of renting a vehicle) until the time when the user accredits WIBLE, through the procedure and form provided for discharge, that; (1) the driving licence has been renewed or a homogeneous title on class "B" vehicles; (2) a new one has been issued; and/or, (3) by means of administrative and/or judicial documentation, that the period in which the driving licence was deprived of effect has been complied with. However, six (6) months after WIBLE suspended the user's possibility to access the service, as indicated above, without the user having done anything to lift such suspension - as has been seen - WIBLE will cancel and resolve the relationship that binds it to this particular user.

Notwithstanding what has already been stated, the users are obliged to inform WIBLE, in an unavoidable and prompt action, of the administrative and/or court decisions that cause the suspension for a period of time or the temporary or definitive withdrawal of their driving licence or homogeneous title. Once the period of suspension or withdrawal of the driving licence or title with the same effects has ended, as previously announced, the user must re-register as a new user, without prejudice to the recognition of any privileges or advantages that were previously recognized and that had not expired for the period of time, which in no case will be suspended for the duration of the management.

The user authorizes WIBLE, or will be responsible for obtaining the authorization of the holder of the same one, to load in the bank card facilitated by the user as means of payment, the price (taxes included) that are accrued by the use of the service, that is to say, by each personal rent of a vehicle according to the amounts that are accrued as a consequence of the application of the Politics of Prices (including of tariffs or present prices, expenses of management, cost parking, penalties, etc.), charge by trip of long duration and any other content in the present Conditions.

5.6. Before any service, the user agrees to pay WIBLE a fee for service registry, which is duly specified in the [Price Policy](#). However, this does not prevent WIBLE, in certain cases and for specific periods of time, from making promotions or offers in the sector of its possible users, aimed at offering a discount or a reduction on the registry fee. These offers, which will be informed transparently and clearly, will not be applicable to users who have already registered and have been confirmed by WIBLE as customers and users of the service.

Equally, WIBLE may make promotions or offers that involve for registered users the enjoyment of free minutes in the enjoyment of the service. As in the case above, WIBLE will transparently and clearly indicate the conditions of its promotions and offers.

In order to use and/or benefit from one or other promotions or offers it will be necessary for the user to enter, (i) in the registration form of the App or (ii) in the hiring of the service, the promotional code that has been provided in order to confirm its authenticity during the processing of both processes.

5.7. WIBLE reserves the right to deny the use of these promotions to those users who make use of them in bad faith, abusive, inadequate and / or illegal, which will inform you and, where appropriate, the competent authority, including the State Security Forces and Corps.

Each individual user has the right for each specific service requested, and thus will be assigned by WIBLE, to a single vehicle of its fleet that is available at the time of

making the reservation by the user.

The use and enjoyment of the vehicle that is provided to the user, entails the obligation of the user to pay the prices and tariffs that are applicable in accordance with the [Price Policy](#).

5.8. However, without prejudice to what has already been set out in this Condition, **it must be made completely clear that the user's registry in the service does not, in itself, include the establishment of a contractual relationship between the user and WIBLE, this contracting being subject to WIBLE confirming the acceptance of said registry**, which means making all opportune checks, within the confines of legality, on the identity of the user and the truth of the image documents provided.

As has already been advanced throughout this condition, the use of the service by the user is subject to the availability of vehicles from the WIBLE fleet at a given time in a particular place or area. As a consequence of this, WIBLE cannot guarantee that a user can have a vehicle, at the time and place he deems necessary, as this availability depends on the greater use that can be made by other users of the vehicles in view of the following circumstances that affect, individually or jointly, urban mobility:

- a) Time of day
- b) The place or area of disposition
- c) The climatological state

Similarly, WIBLE will not be able to guarantee the availability of parking spaces in the network of car parks and concerted parking spaces as it depends on the use made of them at all times by other users.

6. Use of the service:

6.1. After booking the vehicle that appears as available in the app, and within the geographical area of interest, its opening through the smartphone or mobile phone terminal and access to it the user will begin to make use of the service, ending the same at the time of closing the vehicle, as stipulated in this General Terms and Conditions.

According to the applicable Regulations, the user does not have the right to cancel, totally or partially, the specific rental of a vehicle once he has started to use it.

6.2. As stated in clause 5.8 above, it is a fundamental requirement to be able to use the WIBLE carsharing service that the profile of the User is created for each journey made with WIBLE. In this way, the user will have control over the score he has obtained in relation to the level of driving, both for each journey and for the overall score of all the journeys made. This circumstance must be expressly accepted by the user in the registration process as it is an inherent characteristic of the service provided.

Through this WIBLE profile aims to make the User more aware of the need to carry out a diligent driving, respecting the protection levels required by the Road Safety regulations.

In the event that in the future it could accrue advantages or hardening of these conditions according to the driving profile, WIBLE will notify users of such changes in advance.

6.3. Before renting or using a specific vehicle, users must unavoidably commit and be obliged with WIBLE in the terms that follow:

1. Check that the physical condition of the vehicle is correct, so that it lacks (i)

damage to sheet metal and paint, (ii) visible damage and / or (iii) that the state of hygiene and cleanliness of the vehicle is adequate, reporting any disagreement in any of these aspects prior to starting driving.

2. It will be understood that the vehicle suffers from lack of hygiene and cleanliness when during the use of the same residues have been deposited in its interior, which could lead to the user one of the sanctions for non-compliance provided for in the WIBLE [Price Policy](#).

3. Before using the service, users must immediately report to WIBLE on the number 911 696 147 (landline) / 635 730 730 (mobile) that is made available and / or through the App, the physical condition and / or cleanliness or hygiene in which it is in the affected vehicle.

4. They must ensure that the vehicle they are going to rent is in an optimal mechanical state, in such a way that (i) it will not hinder the required traffic safety either in urban centres or on the open road, or (ii) prevent its driving with minimum guarantees for the user, any passenger and/or others.

5. Without prejudice to having provided WIBLE with an image of your current Driving Licence or of the qualification that fulfils identical purposes, they shall guarantee that they meet all legal requirements necessary for driving automobiles according to the Law on Traffic, Motor Vehicle Circulation and Road Safety, General Traffic Regulation and General Regulation for drivers, Road Safety, Code for Traffic and Motor Vehicle Circulation. In 12 this sense, new drivers are obliged to identify themselves as such when driving, and such users must have their own sign for this purpose and place it on the rear windscreen of the vehicle in use.

6.4 Likewise, and at the beginning of the use or rental of the vehicle, users agree and are firmly obliged to:

1. Do not allow third parties to drive the vehicle.

2. To pay in the long trips, an amount called deposit, that will be charged during the accomplishment of the trip to guarantee the correct use of the service. In the event that this deposit is refused or rejected, the user understands and accepts that Wible may terminate the trip and is responsible for the costs involved in returning the vehicle by crane or collection by third parties to the central base of Wible for its return to service.

3. Do not provide and/or allow third parties to use your ID and password in order to access the App and obtain the use of a vehicle.

4. Not to drive the vehicle under the influence of alcohol, drugs, medication and/or any type of narcotic substance or not that diminishes or impairs your ability to drive. In this sense, WIBLE establishes the express prohibition of driving under any influence of alcohol, no matter how minimal and not punishable, following the policy of 0.0 (0.0 g / l in blood or 0.0 mg/l in breathing air).

5. Do not drive the vehicle in unpaved areas, places that are not permitted for the circulation of vehicles or that may put third parties, the occupants of the vehicle or the integrity of the vehicle at risk.

6. The user has completely banned and prohibited the use of vehicles that can be served for:

- a. Participation in sporting events or motor races, whether authorized or not.
- b. Conducting driving tests
- c. Training third parties in driving
- d. The use of the vehicle for commercial and/or cinematographic purposes

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- without obtaining the due authorization of WiBLE.
- e. The transport of prohibited, dangerous, inflammable or harmful substances.
 - f. The commission, as author, necessary cooperator and/or accomplice, of criminally and/or administratively prohibited acts.
7. It is absolutely forbidden to smoke inside the vehicle, the user will be obliged to comply and enforce, under his responsibility, this prohibition to all occupants of the vehicle.
8. Regardless of the connotations that might be given in the Criminal Order, users are completely forbidden and prohibited to perform and/or favour the performance by a related third-party of the following activities in order to maintain the functional and aesthetic integrity of the WiBLE vehicles:
- a. Circulation on unpaved roads, places not permitted for vehicle traffic, difficult to access or any other that may pose a risk to the vehicle, its occupants or third parties.
 - b. The use of the WiBLE vehicle for the transport of passengers for profit, whether economic or in kind, the beneficiary of which is other than WiBLE.
 - c. The non-consensual or fraudulent use of the service, the use of the service with false or inaccurate data or the use of payment methods not authorised by the owner.
 - d. Any use that may place at risk persons or property of the company and/or third parties.
 - e. The removal, damage or rendering useless of mirrors, windscreen wipers and/or any other part or object, whether embellishing or not, located on the outside of the vehicle.
 - f. That of rear-view mirrors and/or any other part or object, decorative or not, located inside the vehicle.
 - g. in summary, the removal, damage and disabling of any integral part of the vehicle, both inside and outside the vehicle.
9. Not to carry objects which, by their nature and physical circumstances, (1) need to be transported in a specialised vehicle, (2) are likely to impair road safety, or (3) damage the vehicle.
10. Do not stain the vehicle or leave any residue inside.
11. Do not park the vehicle in areas where parking is completely prohibited, or where parking is limited to a specific time zone or dates, such as loading and unloading areas or limited parking.
12. Do not carry out any type of modification or repair on the vehicle, nor entrust them to a third party.
13. Do not transport babies or children who need homologated seats, if you do not have them.
14. Do not transport pets, if it does not comply with the recommendations established by the DGT (harness, transport... etc.). In the event that the user properly transports his pet, at the end of the service must leave the vehicle in the same conditions of cleanliness in which it was. If the car is soiled, for example, by animal hair or urine/faeces, it is the user's obligation to leave the car completely clean. Failure to do so may result in one of the penalties for non-compliance set out in the WiBLE [Price Policy](#).
15. Do not leave Spanish territory within the peninsula, making use of the vehicle. To this end, the user must request prior express permission from WiBLE, through Customer Service.
16. Do not charge, by any means, the battery of the vehicle. Extreme this, that
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for reasons of mechanics of WIBLE vehicles is expressly prohibited, the user being liable for any damages that may have caused in the event of doing so.

17. To make correct use of the vehicle and to drive it subject to the provisions of the Law on Traffic, Circulation of Motor Vehicles and Road Safety and Highway Code.

To control the autonomy of the vehicle at all times, as well as the indicators and alarms by which the system of the vehicle warns him of some problem or extreme that needs repair or assistance. The user must, in this case, immediately inform WIBLE via telephone 911 696 147 (fixed) / 635 730 730 (mobile) (provided for this purpose) of the warnings received, as well as any incident that may arise during use of the vehicle.

6.4. The use of vehicles in **restricted areas** is strictly forbidden to the user.

In the event that the user, disregarding this prohibition, accesses any of the restricted areas, the vehicle audio system will immediately reproduce the following message: *"You have entered a restricted area and prohibited for the use of a WiBLE vehicle. You have 120 seconds to leave the zone,"* followed by a 120-second countdown.

Once the period of one hundred and twenty seconds (120") granted to the user to leave the restricted zone with the vehicle without the vehicle having verified it, the existing contractual relationship will be immediately and automatically resolved by WIBLE, the user losing from this moment all right or title to use the vehicle.

From the moment in which the contractual relationship is terminated, the driver of the vehicle has sixty seconds (60") to proceed to park and close the vehicle in the terms set out in these General Conditions. From that moment on, the vehicle will be blocked and at the entire disposal of WIBLE.

If it is assumed that the driver of the vehicle, once the contractual relationship is resolved, continues to use the vehicle, it will be understood that he has committed an alleged crime of theft of motor vehicles of article 244.1 of the Penal Code, so WIBLE will file the corresponding complaint before the competent police or judicial authority. And this, without prejudice to WIBLE may direct against the user liability actions in accordance with the provisions of Condition 9, sections 9.2. and 9.3.

6.5. To finish, users must meet the following requirements in using the vehicle:

1. If during use the user suffers any type of accident, whether or not it causes personal injury, but in any case causes damage or damage to the vehicle, must:

- Immediately inform the WIBLE Customer Service Department by calling 911 696 147 (landline) / 635 730 730 (mobile), provided that such communication does not involve a risk to road safety.
- Diligently store all evidence that led to the accident, damage or defect or, if applicable, alleviated the damage or defect, and make it immediately available to WIBLE through the service technician who helps you.
- Follow all instructions provided by the WIBLE Customer Service staff.
- If necessary, require the presence of the competent authorities.
- In the event of an accident, the user will fill in the friendly accident report which will be found next to the vehicle documentation inside the glove box of the vehicle and will then send it, duly scanned on the front and back, by means of an e-mail addressed at clientes@WIBLE.es.

If the user does not proceed in accordance with any of the terms set forth above for the cases of accident, it is subject to pay WIBLE the corresponding pecuniary penalty provided in the [Price Policy](#).

2. The user will have to park the WIBLE vehicle used in the operational area, in the WIBLE Bases or in the car parks and signposted parking spaces that appear free at that time in the App according to the [map available in the App](#). Both the places that WIBLE makes available to its users in car parks and other available places marked on the map are not subject to reservation, WIBLE cannot guarantee that when the user arrives at the place decided by the user to park the vehicle, the place available for this purpose is available. The user who decides to leave the vehicle in a parking space located in a specific parking must first ensure that the space / s for WIBLE is / s is / s free before entering the parking concerted. In the assumption that the user will park the vehicle in a parking space not enabled and signed for WIBLE, will have to face the impact of the cost to WIBLE has been the parking. Repercussion to be carried out on the amount determined in the [Price Policy](#).

6.6. In parking the vehicle once used in any of the places that WIBLE makes available, users must obey the following rules and obligations:

1. Park the vehicle safely and correctly on the public road as regulated in the Highway Code.
2. The vehicle may not be parked in private areas or outside the public road where parking is not delimited and authorised, nor in loading and unloading areas -in general in restricted parking areas-, parking spaces reserved for persons with reduced mobility or reserved as embassies and consulates, without prejudice to extending to other similar ones; parking in basements, garages, private car parks, courtyards, etc. is expressly prohibited.
3. Parking will take place where there is a mobile data connection.
4. Be sure to set the parking brake, turn off the lights and radio, and close windows and doors properly.
5. Do not leave personal objects, dirt or containers of any kind inside the vehicle. The forgetting of personal objects in the vehicle, except in those cases in which they allow the identification of their owner and do not involve the immobilization of the vehicle for its recovery which would entail a penalty attached, will be considered as abandonment of them.
6. They must make sure that at the end of the service, the vehicle has enough fuel for a distance of 60 km.
7. Once the above indications have been complied with and checked, the user, after leaving the vehicle, will proceed to terminate the service. To do this, and using the App, click on the "END TRAVEL" option, making sure that the option is executed. If the user does not make sure that the service is terminated in the App, it may be the case that the service continues to be provided, which would mean a higher cost for the user.

6.7. Failure to comply with the obligations established in this title may result in the expulsion or exclusion of the user from the service provided by WIBLE, either temporarily or permanently.

6.8. Any incident, problem or accident that prevents the user from ending the particular rental service agreed with WIBLE must be immediately put in contact, through telephone call to Customer Service, on the number 911 696 147 (fixed) / 635 730 730 (mobile), the user must remain next to the vehicle until the technical services or is told by Customer Service, the way

to proceed.

7. Vehicle insurance:

7.1 All vehicles that WIBLE makes available to users have been covered by an insurance policy of compulsory civil liability for damage to third parties. Nevertheless, the user has coverage for own damages, and in the event of an accident caused and attributable to the user, there is a charge attributable to the user for administrative management of claims and damages as set out in the [Price Policy](#).

The insurance cover will only be available to:

1. Users registered and activated in the service,
2. Those who meet the obligations and provisions contained in these General Conditions,
3. Users using the vehicle through their account at the time of the accident,
4. Those who, as established, immediately report what happened to WIBLE.

Unless otherwise indicated, the civil liability covers and limitation for own damage caused by the driver are specifically regulated in the insurance policy taken out by WIBLE, to which the regulations on the general conditions of motor-vehicle compulsory insurance provided in the Insurance Contracting Act apply.

7.2 In the event that the user fails to comply with any of the obligations set out in the Insurance Contracting Act and this will result in the exemption of any payment by the insurer, the insurance coverage set out in the first paragraph will be void.

Likewise, the cover agreed in the insurance policy shall be void when the damage to be covered is caused by the user deliberately and contrary to the most basic principles of good faith.

If the damage to be covered by the insurance policy taken out by WIBLE is caused by the fault or gross negligence of the user or was caused intentionally, the insurer may, in accordance with the provisions of Article 76 of the Insurance Contract Act, repeat against him the amount of compensation he had to pay.

8. Customer service and complaints:

8.1 If the user should have any doubt with respect to (i) these General Conditions, (ii) the use of the vehicles, and/or (iii) the price of the service and its characteristics, or should believe it necessary to make any kind of suggestion, to give an opinion and/or make a complaint to WIBLE -based on the services it gives, they may address the Customer Attention department twenty-four (24) hours a day, three hundred sixty-five (365) days a year by calling 911 696 147 (landline) / 635 730 730 (mobile) or by sending an email to clientes@WIBLE.es or reclamaciones@WIBLE.es.

8.2 Within twenty-four (24) hours from the time of receipt of the doubt, suggestion, opinion or complaint, WIBLE will acknowledge receipt of it through email sent to the account that the user has determined for this purpose.

Notwithstanding this, WIBLE will respond to the question raised by the user within seven (7) working days from the date of issuance of its acknowledgement of receipt and through the means indicated above.

9. Responsibilities of both parties:

9.1. Notwithstanding the rights of the user as consumer and/or user and the corresponding obligations that WIBLE must observe, WIBLE shall be liable for any damage caused to the user intentionally or through gross negligence on the part of WIBLE, its representatives or agents, provided that this is duly demonstrated by the user.

However, if the damage caused was caused by negligence or slight breach, the liability of WIBLE, its agents and / or representatives, is limited to the amount of damage actually caused and proven.

Notwithstanding the foregoing, WIBLE will only be liable for damages that may be due to a breach of its obligations, provided that this breach is duly demonstrated by the user.

In no case will WIBLE be liable for limitations, unavailability, inaccuracies, disturbances caused by fortuitous event or force majeure, among which are the technical incidences that may affect the use of the WIBLE service, in the App or on the website, as these are situations over which WIBLE has no control whatsoever.

9.2. For his part, the user will answer to WIBLE for:

1. The damages that may have been caused by wilful misconduct, fault and / or negligence, and specifically those caused by its cause, including but not limited to, in theft, loss and/or damage suffered by the vehicle, both in its structure and in its contents, provided **that they have not been duly communicated to WIBLE.**
2. The damages that, being attributable to the user, are caused to third parties, provided that they are caused by the breach of the provisions of these General Conditions or the legal provisions of obligatory compliance, in such a way that such breach limits the application of the insurance policy coverage agreed by WIBLE.

The user who has caused a traffic accident shall be personally liable for indirect damages not covered by the insurance policy agreed by WIBLE, in particular, and among others, those generated by crane service costs and the fees of experts and / or experts.

The user will be personally liable for the exaction of penalties and/or fines imposed by the competent bodies on the occasion of those crimes and/or traffic infractions that are attributable to him/her and that have been committed during the use of the service. Similarly, the user shall be liable for civil liability arising from the unlawful act committed, as well as any expenses incurred in the exercise of its defense; lawyer, prosecutor, experts, compensation for witnesses, among others.

The user undertakes to pay the costs of management and administrative processing arising from:

1. The imposition of fines.
2. Claims processing.
3. The collection of vehicles at the municipal depot, including costs, fees, taxes and surcharges.
4. The driver identification process.

In addition, the user will have to bear the costs of collection by the operators, the crane, the immobilisation of the vehicle for the location of lost objects, the special cleaning for failing to comply with the duty of care and the penalties and additional charges established in the [Price Policy](#).

The user is also, and finally, obliged to exonerate or keep WIBLE and the owner of the vehicles harmless against any claim that may be addressed to them by a third party for the above facts for which the former is responsible.

93. Finally, and without prejudice to what has been set out in this Condition, if the user fails to comply with any of the above obligations on the completion of the service, including but not limited to the payment of the deposit on long journeys, so that WIBLE is in the need to hire a crane service or transport of vehicles to recover the vehicle, the user is obliged to pay the penalty provided for in the [Price Policy](#) for the costs involved in such recruitment. Similarly, the user shall be liable to WIBLE for damages suffered by the vehicle as a result of a breach of the provisions of these Terms and Conditions.

10. Right of withdrawal:

101. In accordance with the provisions of the revised text of the General Law for the Defence of Consumers and Users approved by Royal Legislative Decree 1/2007, of 16 November, specifically in its article 68 and following, as well as in other complementary laws, the user, duly identified with his National Identity Document, Passport or any other document admitted in right for identification, has the right to withdraw from the contract agreed with WIBLE for a period of fourteen (14) calendar days from its conclusion, without the need to indicate the reason and without incurring any cost for such withdrawal.

In order to calculate the fourteen (14) natural days in which the user may freely waive, it is established that the contract binding the user and WIBLE will be understood to be produced from the time that WIBLE, via the app, the website or email sent to the address provided by the user, informs the user of its confirmation of the acceptance of their registry. In order to exercise his right to withdrawal, the user, duly identified with his DNI, Passport or any other document admitted in right for his identification will be able to use any of the following means:

1. Completing the withdrawal form provided in the customer area of the App and the WIBLE website.
2. By sending an e-mail sent to the address reclamaciones@WIBLE.es in which the user expressly states his willingness to desist.

In the event that the user uses the means indicated above under number 2, the e-mail sent must be accompanied by a copy of your Identity Document on the front and back.

In the event that the user exercises, in accordance with the terms set out above, its right of withdrawal, WIBLE will reimburse, through the credit or debit card indicated as a means to proceed with the payment of services, the registration fee as a user of WIBLE, provided that this fee had been previously paid by the user. In this sense, the refund will be made to the user without any delay and within fourteen (14) calendar days from the receipt of the notice of withdrawal and without discounting the user any expense arising from such withdrawal.

For the purpose of calculating the term of reimbursement of the fee, WIBLE within twenty-four (24) hours of receipt of the notice of withdrawal will send an email to the address designated by the user acknowledging receipt thereof. In any case, the amounts that WIBLE has drawn and charged the user for the rental and use of one or more vehicles within the scope of the relationship to which it ends by withdrawing from it will not be refunded.

11. Contractual termination:

111. The contractual relationship that is agreed between the user and WIBLE has an indefinite duration, without prejudice to the right of both parties to terminate unilaterally without any requirement other than prior notice, two (2) weeks prior to the end of each calendar month, made by email to the address claims@WIBLE.is in which the user provides their personal data (name, surname, Identity Document (DNI/NIE/Passport)) and expresses its unequivocal will to terminate the contract with effect from the last day of the calendar month in which such communication is made. The user, in order for his resolutive communication to have effect, must accompany it with a copy of the front and back of

his Identity Document (DNI/NIE/Passport).

112. WIBLE reserves the right to

1. Suspend the validity of the contractual relationship, or
2. To terminate the contractual relationship, without the need to issue prior notice, when any of the following circumstances occur:
 1. The user stops paying for one or more of the services he or she has agreed upon.
 2. The user no longer satisfies the deposit on a Long-Term trip.
 3. That the user incurs in a generalized non-payment of the contracted services.
 4. The user allows a third party to drive the vehicle.
 5. There is a well-founded suspicion that the user will misuse and/or illegally use the vehicle.
 6. The user fails to comply with any of the Conditions contained herein and, in particular, the obligations imposed by the same.
 7. The user fails to comply with the provisions of the Law on Traffic, Traffic of Motor Vehicles and Road Safety and the Highway Code.
 8. That the user provides their access data to a third party to make use of the service.
 9. The user misuses or fraudulently uses the App.
 10. The user makes an improper, illicit or fraudulent use of the promotional codes.
 11. Using the vehicle for criminal activity.

113. In the event that WIBLE is obliged to suspend the validity of the contractual relationship, and therefore to block -justly- the account of the user due to one or more of the circumstances described above, it can claim from the user:

1. That, if you are using the vehicle having parked it without ending the journey, return the vehicle immediately ending the use of the service, and if not proceed in this way, WIBLE reserves the right to take possession of it.
2. To pay the amounts accrued by the use of the vehicle.
3. To pay for any damage caused to the vehicle.
4. That pays the crane costs and/or the costs generated by recovering the vehicle, returning it to the central base and putting it back into service.
5. The costs of the judicial and extrajudicial claim in case of non-payment.

12. Price policy:

The prices, tariffs and costs that will be applied to the user for using the agreed services are determined and stated in the [Price Policy](#). These prices include VAT at the rate of taxation at the time of contracting, without prejudice to any upward or downward changes as a result of the amendment to the VAT Law. Likewise, the applicable rate per minute will be shown to the user in the App, before the use of the service and will be charged, through the designated credit or debit card, automatically at the end of the same as provided in the SIXTH CONDITION.

12.2. Before requesting a specific service, the user must ensure that the debit or credit card designated as a means of payment has sufficient balance to be able to meet the payment generated by the use of the service. In the event that the card does not have a balance, the user will assume the sanction foreseen in the Price Policy for the financial expenses that are generated to WIBLE as a consequence of the non-payment and this, without prejudice to the right of WIBLE to (1) suspend the contractual relationship and, if applicable, (2) initiate the appropriate legal actions aimed at obtaining satisfaction of what is owed.

12.3. The user gives WIBLE his consent to send, by email addressed to the address designated by him, an invoice (including the main plus VAT charged) for each of the specific car rental services you hire. The user may revoke this authorisation at any time by means of

an electronic mail addressed to the e-mail address clientes@WiBLE.es, in which he shall clearly indicate his request and which shall be accompanied by a copy of his Identity Document (DNI/NIE/Passport) on the front and back.

12.4. The prices, tariffs and costs involved in the use of the services regulated here are set out clearly and in detail in the WiBLE [Price Policy](#).

The prices, tariffs and costs contained in the WiBLE [Price Policy](#) may be subject to annual changes, either upwards or downwards, in the light of market developments, particularly in the carsharing sector.

12.5. Penalties for non-compliance with these Conditions are also set out clearly and in detail in WiBLE's Price Policy.

The sanctions contained in WiBLE's Price Policy may be subject to annual changes, either upwards or downwards, in line with market developments, particularly in the carsharing sector.

12.6. In cases where the user travels with a WiBLE vehicle more than 200km from the starting area or more than 2 hours, the user authorizes WiBLE to charge a deposit to ensure payment for the service which will be duly collected in the WiBLE [Price Policy](#) and will be returned once the service is completed without any incidence in the use and / or collection of the service after using it within 48 working hours.

13. Privacy Policy:

131. WiBLE has a [Privacy Policy](#) which can be accessed through the following [link](#).

14. Miscellaneous:

141. These General Conditions, as well as the individual contracts for the use of the service, will be governed by the Spanish regulations in force at any given time.

142. The parties acknowledge that, with respect to the object of these General Conditions, there is no other type of complementary, supplementary and/or additional agreements, whether verbal or written, that regulate their relationship, in whole or in part.

143. The titles or headings of the different clauses are merely informative and must be related to their content.

In the event that one or more of the clauses of these General Conditions is declared invalid or null and void, such declaration shall not imply or affect the validity and validity of the rest of the clause.

15. Legislation and competition:

151. Any dispute that may arise between the parties regarding the interpretation, effectiveness and performance of the contractual relationship shall be settled in accordance with the law applicable in Spain at the time the dispute arises.

152. The parties, renouncing their own jurisdiction, if applicable, and without prejudice to any rights that may assist the user as a consumer or user, expressly submit to the jurisdiction and competence of the Courts and Tribunals of the capital city of Madrid in order to resolve any controversy that may arise between them as a result of this contractual relationship.

WITHDRAWAL FORM

Date _____ of 201_____
(day in number) (month in letter) (last digit)

D. /D^a _____ of legal age, with Identity Document

(DNI/NIE/Passport) _____ in accordance with that provided in articles

68 and following of the Rewritten Text of the General Law for the Defence of Consumers and Users approved by Legislative Royal Decree 1/2007 of 16 November, hereby declares their WISH TO WAIVE the carsharing service agreed with WIBLE (WIB ADVANCE MOBILITY, S.L.) dated 201_