



GENERAL CONDITIONS OF THE SERVICE

1. PURPOSE:

1.1. WiB ADVANCED MOBILITY S.L. with VAT no. B88054176 and with its registered offices in Madrid, (28021), at Calle Laguna del Marquesado núm. 37, is a company that offers its users the temporary leasing of multiuse vehicles, a service also known under the term of “*carsharing*”, which operates under the **WIBLE** registered trademark.

Specifically, **WIBLE** rents vehicles to registered users, subject to the conditions of availability that will be set out below, for use inside and outside a certain defined area of operation, and having to finish the journey at the **WIBLE** Bases or within the area of operation, which includes zones where parking is allowed in the street or in the network of approved car parks and spaces set up to this effect.

1.2. The area of operation, the **WIBLE** Bases and the network of car parks and spaces approved for each city in which **WIBLE** operates, will be set out and updated both on the www.wible.es website and in the **WIBLE app** (henceforth the app).

2. DEFINITIONS:

2.1. “User/Registered user”: the physical person who, by conforming to and accepting these Conditions, provides all personal data and documentation required to said effect and after the corresponding acceptance from **WIBLE**, adheres to the offered service to make use, as applicable, of the vehicles provided for rental by minutes, hours or days.

“*Service*”: The service consists of the reservation and rented use of the vehicles available to said effect by the users for the time they make use of this service,

subject to the user previously accepting these General Conditions of Contracting, which include: the registry and/or adhesion to the service and include all validations required to said effect; the acceptance of the prices and fees established by **WIBLE** for the rental and all sanctions that might be caused by misuse or undue use of the service.

“Area of operation”: Areas defined by **WIBLE** within the limits of which the Service may start or end. The enabled areas may be consulted both on the **WIBLE** website and on the app. The user will be obliged to finish the **WIBLE** service within the area of operation, which includes areas in which it is allowed to park in the street, in a network of car parks and squares approved and set up by **WIBLE** to this effect, and in the **WIBLE** Bases as established in these Conditions.

“WIBLE Bases”: Car parks where the customer may park their vehicle and collect a **WIBLE** vehicle, or access this car park without a vehicle and collect a **WIBLE** vehicle and end the trip in the referred car parks. For the user to park their private vehicle in this area, an additional €1 will be charged for the trip as set out in the [Price Policy](#) provided they have used the **WIBLE** service for at least 40 minutes. If they have not reached this minimum time, the user will be charged for the additional parking service as stipulated in the [Price Policy](#).

As an exception to the above, in the case of Pozuelo’s **WIBLE** Base the customer may park and collect only **WIBLE** vehicles that are parked there, not existing any additional charge to the customer.

“Approved car parks or spaces”: **WIBLE** offers users the possibility of parking in a network of approved car parks and spaces around the whole city, which adds an additional cost to the price of the service, as established in the [Price Policy](#). These approved car parks and spaces will be duly marked and defined on the map in the app and will bear a sign with the **WIBLE** logo.

“Long Rental”: A service offered to the user for long distance rentals or those of a certain time. In this specific case, the fees are different and are specifically set out in the [Price Policy](#).

“Application or app”: This is an application developed for smartphones that will be available at the Apple Store and Android Play Store and which the user may download at no cost and which serves to allow the user to access their account and to use the system for booking and renting vehicles in the terms given above.

3. ACCEPTANCE OF THE GENERAL CONDITIONS:

3.1. The user’s acceptance of these General Conditions is necessary and essential for their registry and use of the service.

By entering their personal data on the form, by downloading the required documents and expressly accepting these General Conditions, users sign a framework agreement with **WIBLE** that will regulate the specific carsharing operations which are requested.

The signing of the framework agreement relieves both the user and **WIBLE** of having to consent to all individual leasehold contracts that might be needed for each service.

However, the signing of a framework agreement does not include the user’s right to require **WIBLE** to provide individualised rental at their sole and free choice, as this possibility is limited to the existing availability of vehicles.

3.2. The registry of the user and their adherence to these General Conditions are subject to acceptance confirmation on the part of **WIBLE**, provided the user has given all personal data required to the effect, as well as the necessary documentation.

WIBLE reserves the right to refuse the registry of the user, if it believes that their acceptance may suppose a risk of possible breach of these Conditions.

3.3. These Conditions will hold throughout the full term of the relationship between the user and **WIBLE** until it is brought to an end by the user asking for cancellation or **WIBLE** thus deciding by reason of infringement.

WIBLE is enabled to review and change both these General Conditions and its [Price Policy](#) as a consequence of applicable changes to legislation or case law

doctrine that might be applicable to the service, the criteria of administrative bodies or any change in the sector and/or general economic situation that causes an increase in the prices. These modifications will be duly reported to the user by announcements inserted in the app and on the website and/or by notification sent to the email address designated by the user. In any of the cases, **WIBLE** will expressly indicate the date from which the modification will come into force. The usable have one month to declare their conformity or rejection of the changes made by **WIBLE** via the customer attention area or by electronic mail to clientes@WIBLE.es. If the user should express their rejection of said changes or should fail to declare within the time conceded there for, which will be understood as tacit rejection, **WIBLE** will proceed to eliminate them from the contracted service and as a customer.

The Conditions that hold at a time of user registry will be those that regulate the relationship between them and **WIBLE**, notwithstanding any modifications that **WIBLE** might deem necessary in the terms above, which shall also be fulfilled and observed in the relationship between the parties.

These Conditions are drawn up and notified in Spanish and English. In the event of discrepancy between both texts, the Spanish version shall prevail.

4. DOWNLOADING THE APP:

4.1. In order to be able to use the service, the user must have a smartphone with access to the Internet, the cost of which will be met by the user with the mobile telephony provider of their choice. Equally, the operating system of the smartphone terminal must be compatible with the necessary technical requirements for installing the app.

In this sense, the app may be installed on the following systems:

- ✓ ANDROID version 4.4 or later.
- ✓ IOS version iOS 9 or later.

WIBLE will not be liable for any malfunctioning or damage that may be derived from the downloading, installation and/or use of the app.

4.2. The user must guarantee that the app will be running correctly throughout the whole of the provision of the service, this being understood as the time between the reservation made on a chosen vehicle until the vehicle is closed, thereby finishing its specific rental and use.

In certain cases, the lack of connection to a mobile network, specifically mobile data, may mean that the services are not available. Therefore, in order to be able to use the services through the app, users will need to have a mobile data network (3G or 4G) available to transmit 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. REGISTRY AND USE OF THE SERVICE:

5.1. In order to be able to use the service, the user must be registered in the **WiBLE** app by means of the registration form. Specifically, by:

- (i) Completing the mandatory fields, which are those fields marked with an asterisk (*), and
- (ii) Providing the required images.

In the registration phase, users will create an identification (which will coincide by default with their electronic mail account) and a password, which will be personal, confidential and non-transferable. With the ID and a password, from any terminal or unit, the user will be able to access their personal information and the functions of the **WiBLE** service.

Users agree to diligently look after their ID and password, preventing them from falling into others' hands at all times. If the ID and/or password is lost or stolen, the user shall immediately inform **WiBLE** through the customer attention area. If this is not done, the user will be solely liable for any damages which might be caused both to them, and to third parties and/or to **WiBLE** as a consequence of

non-consented use of the ID and password allowing access to the service and undue use of the rental vehicles.

5.2. 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 (national identity card/foreigner identification/passport number) in force.
2. Type B driving licence in force.
3. Debit or credit card to be used as a means of payment of the service, and of which they must be the holder.

The user will respond at all times and before any authority for the truth of all personal or any kind of data and documents provided in registry for the service and being able to use it. They must equally keep all of the above documents updated at all times, otherwise **WIBLE** reserves the right to refuse them access to the service.

5.3. The process of the user registry in the service will include four (4) steps:

1. The user will upload a double-sided scanned image of their current national identity document in the app. Non-Spanish users must replace their national identity card with the following documents:
 - a. If citizens of a country of the European Union, a valid national identity document or passport, always in force, or current certificate of registry as a citizen of the union issued by the Home Office.
 - b. If not citizens of a country of the European Union, Foreigner Identification Number (NIE), in force and issued by the Home Office, or passport in force.
2. Subsequently, the user will upload a double-sided scanned image of their Spanish driving licence (at least type B), or a similar document issued by any country of the European Union, or international driving licence, along with that corresponding to their country of origin. In either case, the title enabling to drive must be in force and sufficient for automobiles.

3. In a third step, users will provide the full number of their credit or debit card that will be used as a means of payment for the specific services used. This must expressly include the date until which the card will be in force (month/year) and the security number on the rear. To check the effectiveness of the indicated card as a means of payment, the user will authorise **WIBLE** to make an automatic charge through the payment gateway that will deal with arranging collection for the services, for an amount that will immediately be returned by the same means. In order to be accepted, the holder of the card designated as a means of payment must coincide with the user registering in the service.

4. Finally, the user will use the front camera of their smartphone or mobile telephony terminal to make a self-photo or selfie of their face to allow **WIBLE**, through comparison, to make sure that the face on the selfie coincides with that of the photographs appearing on the official titles or documents which, as has been said, have been uploaded.

5.4. 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 any incident should occur throughout this process, **WIBLE** will examine the documentation provided by the user manually. For this purpose, **WIBLE** will send an email to the designated address to ask the user to send the above documentation and information by email to the address clientes@WIBLE.es. Once the documentation has been received, the **WIBLE** staff will make all opportune checks of the same.

Registry as users is only available to physical persons of legal age and whose decision-making capacities have not been intervened by any judicially appointed third-party.

5.5. 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 capacity to work, and/or
4. any other circumstance or sign that might raise suspicion as to the truth of the identity of the user 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 to register a particular user, and to disable the use of their respective account.

In this sense, if the user should fail to clarify all registry doubts or limitations that have arisen and caused the above decision within a term of forty-eight (48) hours from **WIBLE**'s notification of either situation, **WIBLE** shall terminate the relationship between the parties, leaving it without effect and without this measure entitling the user to any compensation and/or indemnity of any kind. This decision will be reported to the user by electronic mail to the account designated in the registry.

5.6. If the type B driving licence or certificate enabling the user to drive should expire, be lost or be withdrawn by competent administrative or court authority, and notwithstanding the duty of reporting this situation within a term of forty-eight (48) hours, **WIBLE** will temporarily suspend the possibility of using the service (specifically the possibility of renting a vehicle) until such a time that the user provides **WIBLE** with proof, through the procedure and form provided for registry, that; **(1)** the driving licence or approved certificate on type B vehicles has been renewed; **(2)** they have been issued with a new one, and/or; **(3)** by administrative and/or court document, that the term for which the driving licence was deprived of effect has been fulfilled. However, after six (6) months of **WIBLE** suspending the user's possibility to access the service as indicated above, if nobody has informed them in order to have said suspension raised, as seen, **WIBLE** shall terminate and leave without effect the relationship binding them with this particular user.

Notwithstanding that already stated, users are obliged to unavoidably and immediately inform **WIBLE** of all administrative and/or court resolutions that

involve a suspension for a period of time or the temporary or definitive withdrawal of their driving licence or similar document. At the end of the period of suspension or withdrawal of the driving licence or document with the same effects, as announced above, the user shall reregister as a new user, without prejudice to being recognised those privileges or benefits that they were previously recognised and which have not expired in time, which in no case will be suspended for the time the processing might take.

The user authorises **WIBLE** to charge the bank card provided by the user as a means of payment with the price (taxes included) accrued in using the service, in other words, for each personal rental of a vehicle in accordance with the amounts accrued as a consequence of the application of the [Price Policy](#) (including preset fees or prices, management expenses, parking costs, etc.) contained in these Conditions.

5.7. 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 allow registered users to enjoy free minutes in the service. As in the case above, **WIBLE** will transparently and clearly indicate the conditions of its promotions and offers.

In order to be able to use and/or benefit from any promotions or offers, users must enter the promotional code with which they have been provided (i) on the app registry form or (ii) when contracting the service, to allow their authenticity to be confirmed in the organisation of both processes.

5.8. **WIBLE** reserves the right to refuse the use of these promotions to users misusing or making abusive, inadequate and/or illicit use thereof, notifying them of the situation and, if applicable, informing the competent authorities, including the state security corps and forces.

Each individual user will be entitled, for each requested service, and which will be assigned by **WIBLE**, to a single vehicle of its fleet available when the user makes the reservation.

The use and enjoyment of the vehicle provided to the user involves their obligation to pay the prices and fees applicable in accordance with the [Price Policy](#).

5.9. 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 already anticipated throughout this condition, **a user's use of the service is subject to the availability of the vehicles of the WIBLE fleet at a certain time in a certain place or area**. As a result, **WIBLE** cannot guarantee that a user will be able to have a vehicle at the time and in the place when and where they need it, as this availability depends on the greater use that other vehicle users can make of them, in accordance with the following circumstances that individually or jointly affect urban mobility:

- a) The time of day
- b) The place or area of availability
- c) The weather

Similarly, **WIBLE** cannot guarantee the availability of parking spaces in the network of approved car parks and places 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 geographic area of interest, its opening by means of the smartphone or

mobile telephony terminal and its access **by the user will mark the beginning of the service, which will end when the vehicle is closed**, as stipulated in these General Conditions.

In accordance with applicable regulations, **once users have begun to use the specific vehicle rental**, they are no longer entitled to totally or partially waive the service.

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

1. They will make sure that the physical state of the vehicle is correct, and that it has no (i) damage to bodywork and paint work, (ii) visible damage and/or (iii) that the vehicle is in a suitable state of cleanliness and hygiene.

It is understood that any vehicle lacks in cleanliness and hygiene when waste has been placed inside it during its use, which could bring the user one of the sanctions due to infringement provided in the **WIBLÉ Price Policy**.

Before using the service, users must immediately report to **WIBLÉ** on 911 696 147 (landline) / 635 730 730 (mobile) made available to them and/or through the app, regarding the physical state and/or state of cleanliness and hygiene of the affected vehicle.

2. 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.
3. Without prejudice to having provided **WIBLÉ** with a picture of their driving licence in force or certificate serving the same purpose, 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

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.

6.3. Equally, and when starting to use or rent the vehicle, **users agree and are firmly obliged** to:

1. Not allow others to drive the vehicle.
2. Not enable and/or allow others to use their ID and password in order to access the app and gain the use of a vehicle.
3. Not drive the vehicle under the influence of alcohol, drugs, medicines and/or any kind of narcotic substances or any which reduce or undermine their faculties and capacity to drive. In this sense, **WIBLE** establishes the express prohibition to drive under the influence of alcohol at least, no matter how little and non-sanctionable it might be, following the **policy of 0.0** (0.0 g/l in blood or 0.0 mg/l in breathed air).
4. Users are completely forbidden and prohibited to use the vehicles they might take to:
 - a. Take part in sports events or car races, whether or not they be authorised.
 - b. Carry out driving tests,
 - c. Train others in driving
 - d. Carry out commercial purposes.
 - e. Transport forbidden, dangerous, inflammable or unhealthy substances.
 - f. Commit facts that are criminally and/or administratively prohibited as the perpetrator, necessary cooperator and/or accomplice.
5. Inside the vehicle, the user may not smoke and is equally obliged to avoid others accompanying them from smoking in the vehicle.
6. 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. Theft, damage and rendering useless of rearview mirrors, windscreen wipers and/or any other part or object, whether or not it be a trim, on the outside of the vehicle.
 - b. Theft of rearview mirrors and/or any other part or object, whether or not it be a trim, inside the vehicle.
 - c. And in short, theft, damage and rendering useless of any part of the vehicle either inside or outside it.
7. Not to carry objects whose nature and physical circumstances **(1)** mean that they need to be transported in a specialised vehicle, **(2)** might undermine road safety, or **(3)** damage the vehicle.
8. Not to stain the vehicle or leave waste inside.
9. Not to park the vehicle in areas where parking is completely forbidden.
10. Not to make any kind of change or repair to the vehicle, or have a third party do so.
11. Not to transport babies or children who need approved seats, if they do not have them.
12. Not to carry pets unless they meet the recommendations of the Directorate General for Traffic (harness, carrier, etc.). If the user should duly transport their pet, at the end of the service they must leave the vehicle in the same state of cleanliness as that in which they found it. If the car should be dirtied, for instance, by the animals' hair, urine or faeces, the user is obliged to leave the car completely clean, otherwise they could be liable to one of the sanctions for infringement provided in the **WIBLE Price Policy**.
13. Not to leave Spain in the vehicle, this being understood as the Iberian peninsula. To do this, users will necessarily have to previously request the express authorisation of **WIBLE**, through Customer Attention.
14. Not to charge the vehicle battery by any means. This is **completely forbidden** for reasons of mechanics in **WIBLE** vehicles, and users are obliged to respond for all damage they might cause if this is done.
15. To make correct use of the vehicle and to drive it subject to the provisions of the Law on Traffic, Motor Vehicle Circulation and Road Safety and Highway Code.

16. To monitor the autonomy of the vehicle at all times, as well as all indicators and alarms that the vehicle system uses to warn of any problem or situation that needs repair or attention. In the event of a triggered alarm, the user must immediately inform **WIBLE** on 911 696 147 (landline) / 635 730 730 (mobile) (provided for this purpose) of the warnings received, as well as any incident that might occur in the use of the vehicle.

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

1. If while using the vehicle, the user should suffer any kind of accident, whether or not this causes personal damage, but which in any case causes damage to the vehicle, they must:

- Immediately report it, providing such reporting involves no risk to road safety, to **WIBLE** Customer Attention on 911 696 147 (landline) / 635 730 730 (mobile) provided for this purpose.
- Carefully maintain all proof of what might have caused the accident, the damage caused and, if applicable, whether they have palliated the damage, and immediately send them to **WIBLE** through the technical service controller helping them.
- Follow all instructions given through **WIBLE** Customer Attention.
- If necessary, require the presence of the competent authorities.
- In the event of accident, the user will complete the friendly accident report found along with the vehicle documentation inside the glove compartment, and will then send it duly scanned on the front and rear by email to clientes@WIBLE.es.

If the user should fail to proceed as provided in any of the terms above in cases of accident, they are subject to pay **WIBLE** the corresponding penalty provided in the [Price Policy](#).

2. Users must park the **WIBLE** vehicle they use in the operational area, at the **WIBLE** Bases or in the approved and marked car parks and spaces appearing free at the time in the app on the [map provided](#). Neither the spaces that **WIBLE** makes available to its users in approved car parks nor other available spaces marked on the map can be

reserved, so **WIBLE** cannot guarantee that when the user reaches the place where they have decided to park the vehicle, that space is still available. Users who decide to leave the vehicle in a place in an approved car park must first make sure that the spaces set aside for **WIBLE** are free before entering. If the user should park the vehicle in a parking space that is not prepared and marked for **WIBLE**, they will be liable for the cost that said parking has produced for **WIBLE**. This cost repercussion will be carried out in the amount determined in the [Price Policy](#).

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

1. They will park the vehicle safely and correctly in the street as regulated in the Highway Code.
2. They may not park the vehicle in private areas or off the street where parking is not defined and authorised, or in loading and unloading areas, parking spaces, reservations with limited liability or reservations such as embassies and consulates, without prejudice to extend to similar ones, it being expressly prohibited to park in basements, garages, private car parks, courtyards, etc.
3. The parking will be done in a place where there is a connection for mobile data.
4. They must be sure to apply the handbrake, turn off the lights and radio and to correctly close all windows and doors.
5. They will not leave personal objects, dirt or containers of any kind inside the vehicle. All mislaying of personal objects in the vehicle, save in cases in which the owner can be identified and which do not suppose the immobilisation of the vehicle to recover them, which will produce a sanction, will be considered their abandonment.
6. They must make sure that at the end of the service, the vehicle has enough fuel for a distance of 60 km.

Having fulfilled and checked the above indications, by leaving the vehicle the user will bring the service to an end. To do this, using the app they will click on the option “**END TRIP**”, **making sure that the option is performed**. If the user

should not ensure that the app has given the service as ended, the service might continue to be given, supposing a greater cost for the user.

6.6. Any incident, problem or accident that should prevent the user from ending the private rental service agreed with **WIBLE** shall be reported immediately by calling Customer Attention on 911 696 147 (landline) / 635 730 730 (mobile), and the user shall remain alongside the vehicle until the technical services arrive or Customer Attention informs them of the way to proceed.

7. VEHICLE INSURANCE:

7.1. All vehicles that **WIBLE** provides to its users are covered by compulsory third party civil liability insurance. However, users have cover for their own damage, and if an accident should be caused by a user, an expense will be passed on to the user by way of administrative management of losses and damage 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 cover 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. If the user should breach any of the obligations provided in the Insurance Contracting Act resulting in exemption of payment for the insurer, the insurance cover given in the first paragraph will be left without effect.

The cover agreed in the insurance policy will equally be left without effect when the damage to be covered **were produced deliberately by the user and against the most elementary principles of good faith.**

If the damage to be covered by the insurance policy taken out by **WIBLE** is caused by blame or severe negligence on the part of the user or has been caused intentionally in accordance with the provisions of article 76 of the Insurance Contracting Act, the insurer may pass on to the user the amount of any compensation to be paid.

8. CUSTOMER ATTENTION 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 of receiving the query, suggestion, opinion or claim, **WIBLE** will acknowledge its reception by email to the account that the user has given for this purpose.

Notwithstanding this, **WIBLE** will answer the question posed by the user within a time of seven (7) working days counting from their acknowledgement of receipt and by the means indicated above.

9. RESPONSIBILITIES OF BOTH PARTIES:

9.1. Notwithstanding the rights that correspond to the user as a consumer and/or user and the corresponding obligations that must be observed thereon by **WIBLE**, **WIBLE** will be responsible for any damage that might be caused to

the user intentionally or by serious negligence on the part of **WIBLE**, or of its representatives or agents, provided this is duly demonstrated by the user.

However, if the damage is caused by negligence or slight breach, the responsibility of **WIBLE**, its agents and/or representatives will be limited to the amount of damage effectively caused and demonstrated.

Nevertheless, **WIBLE** will only be responsible for damage that might be caused by breach of its own obligations when said breach is duly demonstrated by the user.

In no case will **WIBLE** be liable for limitations, non-availability, imprecisions or disturbance caused by chance or force majeure, which include technical incidents that might affect the use of the **WIBLE** on the app or website, as these are situations over which **WIBLE** has no control.

9.2. For their part, users will answer to **WIBLE** for:

1. All damage affecting them which might have been caused by misrepresentation, blame and/or negligence and specifically those, for the purpose of information and without limitation, caused by theft, loss and/or damage suffered by the vehicle in its container and content **when these are not duly reported to WIBLE.**
2. All damage which, though imputable to the user, is caused to others, provided they are caused by the breach of the provisions of these General Conditions or compulsory legal provisions, in such a way that said breach limits the application of the cover of the insurance policy arranged by **WIBLE.**

Users who have caused a traffic accident will be personally responsible for all indirect damage not covered by the insurance policy arranged by **WIBLE**, and specifically, among others, those caused by the costs of the rescue service and the fees of experts and/or appraisers.

Users will respond in person for the exaction of all penalties and/or fines imposed on them by the competent bodies in the event of traffic crimes and/or offences for which they are to blame and which they have committed in using the service. Users shall equally respond for all civil liability derived from the

committed offence, as well as all expenses to be faced in the exercise of their defence: lawyer, solicitor, expert appraisers and compensation of witnesses, among others.

Equally and finally, the user is obliged to **exonerate or keep WIBLE indemnified** of all claims that might be made of them by a third party for the events expressed above and for which the former is responsible.

9.3. Finally, and without prejudice to that exposed in this Condition, if the user should breach any of the above obligations concerning the end of the service, so that **WIBLE** should need to contract a rescue or vehicle transport service to recover the vehicle, **the user shall pay the sanction provided in the [Price Policy](#) for all expenses of subcontracting.**

Equally, users shall answer to **WIBLE** for all damages that the vehicle might have suffered as a consequence of any breach of what is provided in these General Conditions.

10. RIGHT OF RENUNCIATION:

10.1. In accordance with the provisions 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, specifically in its article 68 and following and in all other complementary laws, users will be entitled to waive the contract agreed with **WIBLE** for a period of fourteen (14) natural days thereafter without giving a reason for it and without incurring any cost for said renunciation.

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.**

10.2. Users may draw on any of the following means to exercise their right to renunciation:

1. By completing the [renunciación form](#)ⁱ provided in the customer area of the app and of the **WIBLE** website.
2. By sending an email to reclamaciones@WIBLE.es in which the user expressly shows their will to waive.

If the user should use the above means indicated in number 2, the email they send must be accompanied by a copy of the front and rear of their identity document.

If the user, in the given terms, should exercise their right to renunciation, **WIBLE**, through the credit or debit card given as a means of payment for the services, shall refund their registry fee as a user of **WIBLE**, provided it has been previously paid by the user. In this sense, the user will be refunded without delay and within a time of fourteen (14) natural days counting from the reception of the notification of renunciation, and without the user being discounted any expense caused by said waiving.

In order to calculate the time for refunding the fee, within a time of twenty-four (24) hours from the reception of the notification of renunciation, **WIBLE** will send an email to the address given by the user, acknowledging receipt.

In any case, all amounts that **WIBLE** might have transferred and charge the user for the rental and use of one or several vehicles within the scope of the relationship that is brought to an end by the renunciation will not be refunded.

11. CONTRACTUAL RESOLUTION:

11.1. The contractual relationship agreed between the user and **WIBLE** is indefinite, without prejudice to the right of both parties to terminate it unilaterally without further requirement than prior notification two (2) weeks before the end of each natural month, by email to reclamaciones@WIBLE.es in which the user shall provide their personal data (name, surname, identity document (national identity card/foreigner identification/passport)) and declare their unequivocal will to terminate the contract as of the last day of the natural month in which said notification is made.

For the notification of termination to take effect, the user shall attach a copy of the front and rear of their identity document (national identity card/foreigner identification/passport).

11.2. WIBLE reserves the right to

1. Suspend the contractual relationship, or
2. Terminate the contractual relationship,

without any need for prior notification in any of the following circumstances:

1. The user should fail to pay for one or several of the services agreed.
2. The user should incur general non-payment of the contracted services.
3. There are well-founded suspicions that the user will make undue and/or illegal use of the vehicle.
4. The user breaches any of the Conditions contained herein, and particularly the obligations imposed on them.
5. The user breaches the applicable provisions of the Law on Traffic, Motor Vehicle Circulation and Road Safety and the Highway Code.
6. The user passes on their access details to a third party to use the service.
7. The user uses the app in an undue or fraudulent manner.
8. The user makes undue, illicit or fraudulent use of the promotional codes.

11.3. If **WIBLE** should be obliged to suspend the contractual relationship, and therefore to justifiably block the user account for any of the circumstances given above, it may call upon the user:

1. If using the vehicle and having parked it without ending the trip, to return the vehicle immediately and bring the service to an end, and if they should fail to proceed to do so, **WIBLE** reserves the right to take possession of the vehicle.
2. To pay all amounts accrued in the use of the vehicle.
3. To pay for any damage they might have effectively caused to the vehicle.

12. PRICE POLICY:

12.1. The prices, fees and costs that will be applicable to the user in using the agreed services are determined and appear in the [Price Policy](#). These prices include VAT at the rate in force at the time of contracting, without prejudice to any rises or falls that this might experience as a result of any change in the VAT Act.

Likewise, the applicable fee per minute will be shown to the user in the app before the service is used, and will be automatically charged through the designated credit or debit card at the end of the service as provided in the SIXTH Condition.

12.2. Before asking for a specific service, the user must make sure that the debit or credit card designated as a means of payment has sufficient balance to make the payment generated by the use of the service. If said card should not have enough balance, the user will assume the sanction provided in the [Price Policy](#) for the financial expenses generated for **WIBLE** as a consequence of the non-payment and without prejudice to the right of **WIBLE** to (1) suspend the contractual relationship and, if applicable, (2) start all due legal action to receive what is owed.

12.3. The user gives **WIBLE** their consent to be sent a bill (including the capital plus applicable VAT) by email for each of the specific vehicle rental services contracted. The user may revoke this authorisation at any time by email to clientes@WIBLE.es, clearly indicating their request and attaching a copy of the front and rear of their identity document (national identity card/foreigner identification/passport).

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

The prices, fees and costs contained in the [WIBLE Price Policy](#) may be increased or decreased each year in accordance with the evolution of the market and specifically the carsharing sector.

12.5. All sanctions for breach of these Conditions will be equally set out, clearly and in detail, in the [WIBLE Price Policy](#).

The prices, fees and costs contained in the **WIBLE Price Policy** may be increased or decreased each year in accordance with the evolution of the market and specifically the carsharing sector.

12.6. In the case in which a customer makes a trip with a length higher than 200 Km from the departure zone or greater than 2 hours of time, the user authorizes WiBLE to charge a deposit to guarantee the payment of the service that will be duly collected in the **WIBLE Price Policy** and that will be returned once the service is finished without any incidence on the use and / or collection of the service after using it within a maximum of 48 working hours.

13. PRIVACY POLICY:

13.1. WiBLE has a [Privacy Policy](#) accessible via the above link or through its website.

14. SUNDRY QUESTIONS:

14.1. These General Conditions and all individual contracts for the use of the service will be governed by the Spanish regulations in force at all times.

14.2. The parties recognise that there is no other kind of complementary, supplementary and/or additional verbal or written agreement regarding the object of these General Conditions that might regulate their relationship in whole or in part.

14.3. The titles or headings of the different clauses are for information only and their content must be observed.

If one or several of the clauses of these General Conditions were to be declared invalid or null, said declaration will not affect the term and validity of the rest of the clauses.

15. LEGISLATION AND COMPETENCE:

15.1. Any controversy that might arise between the parties on the interpretation, effectiveness and fulfilment of the contractual relationship will be solved in accordance with the law of Spain as it arises.

15.2. The parties, waving their own law if any should correspond, and without prejudice to the rights of the user as a consumer or user, expressly submit in clarifying any controversy that might arise between them as a consequence of this contractual relationship, to the jurisdiction and competence of the Courts and Tribunals of the city of Madrid.

RENUNCIATION FORM

Date: ____ 201__
(date in numbers) (month in letters) (last figure)

Mr/Ms _____, of legal age and with identity document (National Identity Document/Foreigner Identification/Passport number) _____, 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.) on ____ 201__.