These myEuropcar subscription Terms and Conditions (**myEuropcar TC**) govern the rights and obligations of both parties in the contractual relationship in which Europcar provides vehicles to consumers (**Subscriber**) within the framework of the vehicle subscription product "myEuropcar", as well as all related services.

1 Scope

- 1.1 These myEuropcar TC apply in addition to Europcar's Terms and Conditions of Rental (**Rental TC**) in the version current at the time the myEuropcar Vehicle is collected and together with the Rental Agreement they constitute the Subscriber Contract.
- 1.2 The Rental TC can be found at https://www.europcar.com.au/terms-and-conditions/australia
- 1.3 If any terms in the Rental TC conflict with these myEuropcar TC, the terms in the myEuropcar TC will prevail.

2 Vehicle subscription and persons entitled to make bookings

- 2.1 myEuropcar is a vehicle subscription product that provides the Subscriber with a myEuropcar Vehicle from a booked vehicle category for an agreed monthly fee. This monthly fee includes standard Damage Cover, registration and compulsory third party insurance, maintenance and wear-and-tear repairs, tyres and general inspections.
- 2.2 The Subscriber can choose between available vehicle categories, but cannot choose a specific vehicle type or a specific vehicle.
- 2.3 The myEuropcar subscription product is available to persons who:
 - (a) are aged 21 years or more;
 - (b) are an Australian resident; and
 - (a) hold a full, current and unrestricted driving licence that:
 - (i) is valid and has not been revoked, suspended or disqualified in the state or territory of issue; and
 - (ii) shows a current residential address.
- 2.4 The Subscriber and all persons noted on the Rental Agreement as Authorised Drivers are entitled to use and drive the myEuropcar Vehicle. The Subscriber can add Authorised Drivers at the time of booking. When the myEuropcar Vehicle is handed over, the Subscriber and all Authorised Drivers must present their current drivers' licences that meet the requirements of clause 2.3.
- 2.5 An Authorised Driver may be added at no extra cost, but a fee applies for the addition of each subsequent authorised Driver.
- 2.6 Probationary and provisional licence holders do not qualify to be a Subscriber or an Authorised Driver and learner drivers are prohibited from driving the myEuropcar Vehicle.
- 2.7 Depending on the vehicle category booked, other requirements, such as minimum age, may apply. These additional conditions can be viewed at https://www.europcar.com.au/en-au/l/my-europcar. The Subscriber and all Authorised Drivers must comply with the myEuropcar TC and the Rental TC to drive the myEuropcar Vehicle provided pursuant to the Subscriber Contract.
- 2.8 The Subscriber must:
 - (a) only provide the myEuropcar Vehicle keys to an Authorised Driver;

- (b) ensure that all Authorised Drivers are familiar with and will comply with the myEuropcar TC and the Rental TC; and
- (c) ensure that they are always able to name the driver of the myEuropcar Vehicle and must inform Europcar of this without delay at any time upon request.

3 The Subscriber Contract

- 3.1 The myEuropcar subscriptions displayed on the Europcar website and on other Europcar online sites do not constitute a binding offer by Europcar, but serve to invite the Subscriber to submit a binding offer. The Subscriber submits a binding offer to Europcar by clicking on "purchase".
- 3.2 After the booking, the Subscriber will receive an overview of the booked services by e-mail (Subscriber's booking overview). This does not constitute acceptance of the Subscriber Contract by Europcar which reserves the right to refuse the offer, for example, in the event of a negative credit report of the Subscriber. Subject to clause 3.5 the Subscriber has no right to withdraw the binding offer once it has been accepted.
- 3.3 Europcar will check the availability of the booked vehicle category upon receipt of the booking. In the event of availability, Europcar will contact the Subscriber to clarify the myEuropcar Vehicle collection and will confirm the booking by e-mail (booking confirmation from Europcar). The booking confirmation from Europcar to the Subscriber confirms the creation of the Subscriber Contract between the Subscriber and Europcar for the myEuropcar car subscription.
- 3.4 With the booking confirmation by Europcar, the Subscriber will receive all relevant information regarding collection of the myEuropcar Vehicle. The date of the myEuropcar Vehicle collection cannot be changed once confirmed by Europcar. However, acting reasonably Europcar reserves the right to refuse any booking made by the Subscriber.
- 3.5 The Subscriber has the option of cancelling a booked myEuropcar Vehicle subscription free of charge if made in writing to Europcar no less than 14 days before the date of the myEuropcar Vehicle collection. In the event of a cancellation less than 14 days before the myEuropcar Vehicle collection a cancellation fee will be charged (see Appendix 1). The subscription cannot be cancelled after the agreed date of the myEuropcar Vehicle collection has passed.

4 Monthly Subscription Fee for myEuropcar vehicle subscription

- 4.1 For the use of the myEuropcar Vehicle provided by Europcar, the Subscriber must pay Europcar the agreed monthly Subscription Fee. This monthly fee owed by the Subscriber consists of a monthly lump sum for the myEuropcar Vehicle rental as well as further additional services (**Extras**) booked by the Subscriber. Extras may include:
 - (a) additional kilometre package;
 - (b) young driver surcharge;
 - (c) additional Damage protection; and
 - (d) additional Authorised Drivers.
- 4.2 Extras may be selected by the Subscriber during the booking process. Depending on the additional service selected, the charge is made once (usually with the first payment due) or on a recurring monthly basis. An adjustment of the Extras cannot be made after receipt of the confirmation email from Europcar or during the Subscription Term of the Subscriber Contract.
- 4.3 For Subscribers and Authorised Drivers between 21 and 24 years of age, a young driver surcharge applies. This fee is charged to the Subscriber per user and per month of use and is debited separately for the first time after the online booking and then recurrently for each month of use.

- 4.4 The monthly Subscription Fee includes a basic free kilometre package as notified to the Subscriber in the confirmation email and is subject to these conditions:
 - (a) additional kilometres exceeding the kilometre allowance will be invoiced separately according to the listed rates which can be viewed at https://www.europcar.com.au/en-au/l/my-europcar;
 - (b) the Subscriber may add additional kilometre packages to their subscription;
 - (c) an adjustment of the booked kilometre package is not possible during the Subscription Term;
 - (d) unused kilometres expire and cannot be carried over to the following month; and
 - (e) only the booked monthly kilometres are available for each month of use and any additional kilometres incurred that exceed the booked package will be charged according to the listed fee in Appendix 1.
- 4.5 Acting reasonably, upon the expiration of the minimum Subscription Period (based on the package duration initially purchased) and upon one (1) months' notice in writing to the Subscriber, Europear reserves the right to increase the Subscription Fee. If the Subscriber does not accept the increased Subscription Fee they must return the myEuropear Vehicle to Europear (per the process outlined in Clause 7) within the one (1) month notice period and the Subscriber Contract will be treated as mutually terminated.
- 4.6 At the end of the Subscriber Contract, Europcar will issue a final tax invoice. In the event of termination after the agreed minimum Subscription Term has been reached, the tax invoice after the actual return of the myEuropcar Vehicle by the Subscriber (receipted by Europcar) and collection of the myEuropcar Vehicle at the location agreed with Europcar.
- 4.7 All prices are inclusive of GST.

5 Security Deposit

- 5.1 Europcar is entitled to retain a Security Deposit as a security for the performance of the Subscriber's obligations and liabilities under the Subscriber Contract and will be debited from the Subscriber's nominated means of payment at the time of the provision of the myEuropcar Vehicle.
- 5.2 The Security Deposit amount will be returned to the Subscriber after the expiry of the subscription period provided that the conditions for return of the Security Deposit as set out in the Rental TC have all been met. It is agreed that Europear may settle any outstanding payments with the Security Deposit.

6 Payment processes

- 6.1 The Subscriber agrees that tax invoices and payment receipts will be sent electronically to the email address nominated in the booking process.
- 6.2 The following procedures apply:
 - (a) the tax invoice for the first month of use, including any one-off additional services used, will be issued immediately after the booking of the subscription;
 - (b) each subsequent billing of the month of use will be invoiced periodically in advance; and
 - (c) the Subscriber will receive an email notification of the payment due 12 days before the start of a new month of use and the payment is due 2 days after notification and is collected from the deposited means of payment.
- 6.3 To book a myEuropcar subscription, a valid means of payment acceptable to Europcar must be submitted in the online booking process. Corporate credit cards and debit cards are not

acceptable by Europcar for the myEuropcar car subscription product and cannot be deposited as a valid means of payment in the online booking process.

- 6.4 The Subscriber agrees and authorises Europcar to debit all agreed fees and other costs and charges (e.g. rental, one-off fees, additional fees, deposit, etc.) from the proposed means of payment. The Subscriber remains responsible for any outstanding amounts.
- 6.5 If a payment cannot be successfully processed because the proposed means of payment has insufficient funds, has expired or a debit fails for other reasons, the Subscriber will receive an e-mail from Europcar with instructions to update the means of payment. The Subscriber must immediately deposit a valid means of payment from which the agreed fees can be collected.

7 myEuropcar Vehicle collection, myEuropcar Vehicle return

- 7.1 The Subscriber Contract is based on vehicle category (ACRISS code). The Subscriber is provided with a myEuropcar Vehicle of the booked vehicle category for the duration of the Subscriber Contract but there is no entitlement to a specific brand, model, equipment line or colour. The requirements and conditions of the respective vehicle categories are listed and can be viewed at https://www.europcar.com.au/en-au/l/my-europcar
- 7.2 If the Subscriber does not collect the myEuropcar Vehicle on the agreed date, the Subscriber Contract remains in force and the myEuropcar Vehicle will be available for collection for seven (7) days after the originally agreed collection date. If the myEuropcar Vehicle is not collected by the Subscriber during this period:
 - (a) Europcar is entitled to treat the Subscriber Contract as automatically terminated without the need for a separate notice of termination; and
 - (b) a termination fee of one (1) month's Subscriptions Fees will be payable.
- 7.3 The myEuropcar Vehicle will be handed over exclusively to the Subscriber and only upon presentation of the booking confirmation and a current, valid and unrestricted driver's licence issued in an Australian state or territory. If the Subscriber is unable to present these documents, the myEuropcar Vehicle will not be handed over. For Authorised Drivers, a current, valid and unrestricted driving licence issued in an Australian state or territory must also be presented at the time of handover of the myEuropcar Vehicle.
- 7.4 When booking delivery of the myEuropcar Vehicle the confirmation email will specify the handover location at which it will be available. Europcar will provide reasonable notification to the Subscriber of the time slot for delivery of the myEuropcar Vehicle. If the Subscriber misses the appointment, no refund of the delivery costs will be made. If the Subscriber wishes to have the myEuropcar Vehicle delivered again, an additional charge (at the same delivery cost) for each additional delivery attempt by Europcar will be charged to the Subscriber. The myEuropcar Vehicle will be delivered to the Subscriber with a full tank of fuel and if it is an electric vehicle, with a charge level of at least 80%. The costs of fuel consumption during the delivery are the Subscriber's responsibility as part of the delivery service.
- 7.5 The myEuropcar Vehicle must be returned to the place, date and time agreed in the return confirmation. The Subscriber is required to be present at the time of the myEuropcar Vehicle return in order to document the condition of the myEuropcar Vehicle. Any returns of the myEuropcar Vehicle after the agreed date or time will be charged a fee. Returns after hours are not accepted.
- 7.6 When booking a collection of the myEuropcar Vehicle it is to be collected from the place of delivery agreed in the booking confirmation. This corresponds to the location of the original myEuropcar Vehicle delivery. Should a collection from a different location be requested, an additional charge will apply. Europcar will inform the Subscriber in reasonable time of the time slot of the myEuropcar Vehicle collection. If the Subscriber misses the appointment, there will be no refund of the myEuropcar Vehicle collection costs. If the Subscriber wishes to have the myEuropcar Vehicle collected again, an additional charge will apply.

- 7.7 The myEuropcar Vehicle must be returned to or collected from Europcar with a full tank of fuel and cleaned inside and out so that the condition of the myEuropcar Vehicle can be assessed when the myEuropcar Vehicle is returned. If the myEuropcar Vehicle is not returned or collected with a full tank of fuel, Europcar will refuel the myEuropcar Vehicle and charge the Subscriber a refuelling fee. In the case of purely electric vehicles, the myEuropcar Vehicle must be returned or collected with a charge level of at least 80%, otherwise a one-off charging fee will apply.
- 7.8 If new Damage is discovered during the inspection of the myEuropcar Vehicle after it is returned, this will be documented in a damage report. Further processing of the claim will be carried out in accordance with the Rental TC. In the event of a claim, the relevant provisions of the Rental TC apply.

8 myEuropcar Vehicle exchange

- 8.1 The vehicles used for myEuropcar are subject to manufacturer limited holding periods and kilometre limits. The Subscriber acknowledges and confirms that Europcar is entitled to exchange vehicles during the Subscription Term and to provide the Subscriber with another myEuropcar Vehicle from the same agreed vehicle category. A myEuropcar Vehicle exchange does not extend the minimum Subscriber Contract period.
- 8.2 If a myEuropcar Vehicle exchange is due, Europcar will arrange an appointment for this with the Subscriber at a Europcar rental station with a notice period of at least seven (7) days. The Subscriber must attend the appointment and comply with all necessary steps for the myEuropcar Vehicle exchange. All authorised persons registered for use are entitled to exchange the myEuropcar Vehicle upon presentation of the valid identification document and a valid and current driving licence issued in an Australian state or territory.
- 8.3 In the event of a myEuropcar Vehicle exchange, the myEuropcar Vehicle must be returned to Europcar with a full tank of fuel and if it is an electric vehicle with a charge level of at least 80%. It must also be cleaned inside and out in such a way that the condition of the myEuropcar Vehicle can be assessed when the myEuropcar Vehicle is returned.
- 8.4 If new Damage is discovered during the inspection of the myEuropcar Vehicle when it is returned, this will be documented in a damage report. In the event of a claim, the relevant provisions of the Rental TC apply.
- 8.5 If the Subscriber does not comply with the request for an agreed date for a myEuropcar Vehicle exchange or does not comply in a reasonable time, Europcar reserves the right to charge the Subscriber a fee per transaction. This does not affect the obligation to exchange the myEuropcar Vehicle.
- 8.6 If the Subscriber repeatedly fails to meet their obligations, Europcar acting reasonably may terminate the Subscriber Contract.
- 8.7 In the event of a myEuropcar Vehicle exchange, the optionally bookable extra Delivery and Collection does not apply.

9 Notification of myEuropcar Vehicle condition

- 9.1 In order to check the condition of the myEuropcar Vehicle, the myEuropcar Vehicle safety and the agreed kilometre usage, during the Subscription Term upon request by Europcar the Subscriber must provide information on the condition of the myEuropcar Vehicle (e.g. kilometres travelled, inspection due date, new Damage, technical defects), but no more than once per month of use. The following conditions apply:
 - the Subscriber will receive a request by email to the email address provided in the booking and the information must be provided to Europcar within a period of 3 calendar days from receipt of the request;

- (b) if the Subscriber does not provide the information to Europcar or does not provide it in time, Europcar is entitled to set a new deadline for the Subscriber to provide the information; and
- (c) if the Subscriber fails to comply with this second request, Europcar is entitled to charge a to fee for contacting and manually recording the information.
- 9.2 Europcar is also entitled to contact the Subscriber on the basis of the information provided and to arrange a physical myEuropcar Vehicle check at any time within ten (10) working days at a Europcar Rental Station in order to check the condition and myEuropcar Vehicle safety. If the Subscriber does not comply with the request for a physical myEuropcar Vehicle check within the set period or on the agreed date, Europcar reserves the right to charge the Subscriber a fee. This does not affect the obligation to present the myEuropcar Vehicle at the agreed Rental Station.
- 9.3 At all times Europcar has a right to inspect the myEuropcar Vehicle used by the Subscriber upon reasonable notice. The Subscriber is obliged to provide the location of the myEuropcar Vehicle upon request.

10 Liability

- 10.1 Subject to clause 10.2, during the subscription period the Subscriber is liable to Europcar for the loss of the myEuropcar Vehicle and for any Damage to the myEuropcar Vehicle beyond normal wear and tear to the extent that the Subscriber or an Authorised Driver is responsible for such Damage.
- 10.2 Standard Damage Cover applies to the Subscriber Contract and subject to the rental TC and these myEuropcar TC the Subscriber is only liable for each separate claim up to the amount of the agreed Damage Excess.
- 10.3 Even if Damage Cover applies, the Subscriber is fully liable for all Damage caused when the myEuropcar Vehicle is used by an unauthorised driver or when the myEuropcar Vehicle is used for unauthorised purposes. If the Subscriber has committed a Serious Breach of the Rental TC there is no Damage Cover for any Damage, theft or third party loss caused by such breach.

11 Subscription Term, termination

- 11.1 There is a distinction between the 'minimum Subscription Term' and 'Subscription Term extension'.
- 11.2 The minimum Subscription Term means the agreed minimum term for which the myEuropcar Vehicle must be subscribed to by the Subscriber. The Subscriber selects the minimum Subscription Term in the booking process. If the Subscription Contract is not terminated after the expiry of the agreed minimum Subscription Term, the subscription enters into the Subscription Term extension and is automatically extended by one month at a time until terminated by the Subscriber, or by Europcar, pursuant to clause 11.6.
- 11.3 Once the maximum Subscription Term of 24 months has been reached, the Subscription Contract will automatically end without the need for termination by the Subscriber or Europear.
- 11.4 A termination by the Subscriber can be made at the earliest at the end of the agreed minimum Subscription Term. The cancellation shall be made at least in text form by e-mail to myeuropcar.aunz@europcar.com or via the link "Arrange Vehicle return" in the monthly billing e-mail, with a notice period of fourteen (14) working days. By requesting the termination of the Subscriber Contract and the return of the myEuropcar Vehicle the Subscriber agrees to a return date and to a cancellation of the Subscriber Contract. This does not constitute a binding return date and Europcar will clarify the details of the myEuropcar Vehicle return with the Subscriber by telephone (see FAQs document for the relevant phone number) or email and confirm the myEuropcar Vehicle return date by email.

- 11.5 If Europear commits a material breach of the Subscriber Contract the Subscriber may terminate the Subscriber Contract if the Subscriber has given Europear no less than 14 days' written notice to rectify the breach and Europear has failed to do so within the 14 day notice period.
- 11.6 Acting reasonably, Europear may terminate the Subscriber Contract if:
 - (a) there is a default in the means of payment deposited by the Subscriber;
 - (b) the Subscriber is in default in payment of the subscription, or a not insignificant part of the subscription, for two consecutive days;
 - (c) there is major Damage to the myEuropcar Vehicle, unless the Subscriber is not responsible for the Damage;
 - (d) material defects or Damage to the myEuropcar Vehicle are not reported immediately to Europcar;
 - (e) the Subscriber substantially infringes Europcar's rights by significantly endangering the myEuropcar Vehicle by failing to comply with the Rental TC's or by allowing it to be used or driven by an unauthorised third person and continues this behaviour even after a warning by Europcar;
 - (f) an appointment agreed with Europcar (e.g. return of the myEuropcar Vehicle, inspection of the myEuropcar Vehicle, etc.) is not kept; or
 - (g) the Subscriber repeatedly or seriously breaches the myEuropcar TC or commits a Serious Breach of the Rental TC.
- 11.7 If Europcar terminates the Subscriber Contract, the Subscriber must return the myEuropcar Vehicle to Europcar within 48 hours after receipt of the notice of termination, taking into account the provisions on myEuropcar Vehicle return described in clause 7. The myEuropcar Vehicle must be returned to the Rental Station where the myEuropcar Vehicle was rented. If the Subscriber fails to comply with this obligation, Europcar reserves the right to report the myEuropcar Vehicle as stolen to the police and to take legal action to recover the myEuropcar Vehicle.
- 11.8 If the myEuropcar Vehicle is not returned by the Subscriber on the due date and time, or if the myEuropcar Vehicle cannot be collected and returned by the Subscriber as agreed, due to a delay for which the Subscriber is responsible, Europcar may charge the Subscriber the daily pro rata amount of the monthly subscription fee for each day that the agreed subscription period is exceeded until the myEuropcar Vehicle is returned by the Subscriber or collected by Europcar.
- 11.9 If the Subscriber terminates their myEuropcar car subscription without notice before the end of the agreed minimum Subscription Term, the Subscriber will be charged the full costs and fees for the remaining minimum Subscription Term. Further claims for outstanding payments and Damage, as well as lost profits, remain unaffected.

12 Data protection

With regard to the data protection regulations, reference is made to Europcar's data protection Policy, the current version of which can be viewed online on the website at https://www.europcar.com.au/privacy-policy

13 Other provisions

13.1 These myEurocpar TC, the Rental TC and the Rental Agreement contain the entire understanding between the parties as to the subject matter of the Subscriber Contract and no oral explanation or information provided by any party to another affects the meaning or interpretation of the Subscriber Contract.

- 13.2 Europcar reserves the right at any time to modify its services in a manner reasonable to the Subscriber in order to further develop and improve those services.
- 13.3 Europcar reserves the right to amend these myEuropcar TC insofar as this is reasonable for the Subscriber. If the Subscriber does not exercise their right of termination within four (4) weeks after notification of a change, they shall be deemed to have given their consent. The current version of the myEurocpar TC can be viewed online on the Europcar website at https://www.europcar.com.au/en-au/l/my-europcar
- 13.4 The Subscription Contract is subject to the laws of the Commonwealth of Australia and the state or territory in which the Subscription Contract is entered into by the Subscriber and Europear.

14 Definitions and Interpretation

14.1 **Definitions**

In these myEurocpar TC:

1. **Authorised Driver** means an additional driver who meets the mandatory requirements of clause 2.3 and who is approved and recorded by Us at the time of booking. An extra charge applies for the second and any additional Authorised Drivers.

Damage has the meaning in the Rental TC.

Damage Cover has the meaning in the Rental TC.

Europcar means CLA Trading Pty Ltd ABN 81 082 220 399 trading as Europcar Australia.

myEuropcar Vehicle means the vehicle described in the Rental Agreement and includes its parts, components, electric vehicle batteries, accessories, keys, keyless start or remote-control device, audio equipment, GPS Tracking Device, child restraints, tools, spare tyre and first aid kit or any vehicle substituted by Us pursuant to these myEuropcar TC.

Security Deposit Vehicle is provided as is retained as security for the fees and charges incurred and payable under the Subscriber Contract and is fully refundable subject to clause 5.2.

Subscriber Contract means the contract between Europear and the Subscriber which comprises these myEuropear TC, the Rental TC and the Rental Agreement, and are all to be read together as the one document.

Subscription Fee means the monthly amount payable by the Subscriber for the use of the myEuropcar Vehicle, together with GST and includes any Extras booked by the Subscriber and any other taxes or levies, all of which are all fully set out in the tax invoices issued to the Subscriber pursuant to clause 6.2.

Subscription Term means the minimum subscription period as shown in the Rental Agreement, and if the Subscriber Contract is not terminated after the expiry of the minimum Subscription Term, includes the Subscription Term extension pursuant to clause 11.2, up to a maximum subscription period of 24 months.

14.2 Interpretation

In these myEuropcar TC:

- (a) unless the context otherwise requires a reference to:
 - (iii) a person or entity includes an individual, a firm, a body corporate, a trust, an unincorporated association or an authority;
 - (iv) a person includes their legal personal representatives (including executors), administrators, successors, substitutes (including by way of novation) and permitted assigns;

- (v) a group of persons is a reference to any two or more of them taken together and to each of them individually;
- (vi) an entity which has been reconstituted or merged means the body as reconstituted or merged, and to an entity which has ceased to exist where its functions have been substantially taken over by another body, means that other body;
- (vii) time is a reference to legal time in Melbourne, Victoria;
- (viii) a reference to a day or a month means a calendar day or calendar month;
- (ix) money (including '\$', 'AUD' or 'dollars') is to Australian currency;
- (b) the meaning of any general language is not restricted by any accompanying example, and the words 'includes', 'including', 'such as', 'for example' or similar words are not words of limitation;
- (c) headings and the table of contents are for convenience only and do not form part of this agreement or affect its interpretation;
- (d) where there are two or more persons in a party each are bound jointly and severally; and
- (e) a provision of this agreement must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of this agreement or the inclusion of the provision in this agreement.

2. Appendix 1 - Fees

| Fee Type | Description | Cost (including GST) |
|-----------------------|------------------------------------------------------------------------------------------------------------------------------|----------------------|
| Additional Kilometres | Charged for kilometres travelled beyond that included in the subscription each month | \$0.25 per km |
| Cancellation Fee | Charged the event of a cancellation by the Subscriber of less than 14 days before the myEuropcar Vehicle collection | \$250 |