

# CFL Mobility Terms and Conditions

Car-sharing offers  
with FLEX vehicles  
(T&Cs)



## 1. SCOPE OF APPLICATION

Thank you for your interest and the trust placed in CFL Mobility, a company with its registered office in L-1616 Luxembourg, 9, place de la Gare and registered in the Luxembourg company register under no. B213407 (hereinafter referred to as "CFL Mobility").

To the exclusion of all other terms and conditions, these Terms and Conditions (hereinafter referred to as "T&Cs") apply to all contractual relationships between a customer and CFL Mobility with regard to the use of car-sharing offers using FLEX vehicles (hereinafter referred to as "FLEX services").

The documents "Fairplay rules & charges" and "Paying with a credit card / *Mit Kreditkarte zahlen*" are part and parcel of these T&Cs.

CFL Mobility is authorised to make unilateral changes to these T&Cs and to all above-mentioned documents, as well as to its rates and charges and all other CFL Mobility provisions at any time.

The changes are considered approved, unless a customer submits an objection in writing. On informing customers of any change, CFL Mobility will specifically notify them of this consequence. Any customer objection must be received by CFL Mobility within one month of the publication of the change. In the event of an objection, CFL Mobility is entitled to terminate the agreement without notice.

The latest and binding version of the T&Cs, the above-mentioned documents, the rate and charges and all other CFL Mobility provisions are available at [www.flex.lu](http://www.flex.lu). Customers are specifically reminded of the importance of complying with the fairplay rules.

## 2. CONCLUSION OF A CONTRACT

Private individuals must register online via [www.flex.lu](http://www.flex.lu). Once they have registered, they will receive an e-mail from CFL Mobility detailing the next steps.

Once the customer's identity has been checked through presenting his/her ID card and driving licence and the above-mentioned e-mail at a CFL counter or otherwise by CFL Mobility, the customer will receive an e-mail from CFL Mobility confirming the registration.

The conclusion of the contract between the customer, an individual, and CFL Mobility is dependent on this registration confirmation.

CFL Mobility is entitled to reject the conclusion of a contract with a private individual without giving any reason.

Legal persons must conclude a written contract made out in duplicate.

## 3. FLEX-CARD (CUSTOMER CARD) – CUSTOMER NO. – PIN-CODE

- a Following completion of the necessary checks referred to in Article 2 T&Cs above, new customers receive a FLEX customer card (hereinafter referred to as the "FLEX-Card"), used to gain access to a reserved vehicle and at the same time serving as the ignition key.
- b Similarly, following completion of the necessary checks referred to in Article 2 T&Cs above, the customer receives an e-mail confirming the registration and including the customer number together with a personal PIN code. These allow access to the website and thus to the vehicle booking system.
- c The function for accessing FLEX services using the FLEX-Card is personalised (i.e. not-transferable) and must not be made available to a third party. FLEX-Card and PIN must be kept in a safe place. Customers assume liability for any misuse of the FLEX-Card by a third party (e.g. unauthorised transfer or failure to report its loss) and any resulting damage.
- d A FLEX-Card may only be used for one vehicle at a time.
- e Lost cards and their replacement
  - In the case of a FLEX-Card being lost or stolen, the FLEX-Servicecenter (+352 2883 3882) must be notified immediately. Under the fair play rules, the activation of a new FLEX-Card incurs a fee.
  - CFL Mobility reserves the right to withdraw or deactivate a FLEX-Card (withdrawal of the right to use the system) in the event of the abusive use of FLEX services. As of the deactivation date, the FLEX-Card loses its validity, making it impossible for a customer to benefit from FLEX services. Any existing vehicle bookings will be cancelled by CFL Mobility.
- f Outstanding payment obligations vis-à-vis CFL Mobility remain valid. Any payments already made will not be refunded.
- g All use of a deactivated FLEX-Card is prohibited. CFL Mobility reserves the right to claim damages and initiate legal proceedings.

## 4. BOOKING A VEHICLE

- a A customer must book the vehicle of the desired category (electric or petrol) before starting out. This is done via the FLEX booking system (the Flex App, the FLEX website or the FLEX-Servicecenter), entering his customer number and personal PIN code. Bookings without a customer number and PIN code are not possible.
- b CFL Mobility cannot guarantee that the vehicle will be bookable and available for the period desired by the customer.
- c Customers are not entitled to a particular vehicle.
- d CFL Mobility can only guarantee bookings made 90 days in advance. CFL Mobility is entitled to cancel bookings on understandable operational grounds.
- e Once a customer has booked a vehicle, he receives a booking confirmation by e-mail, which he must check carefully.
- f On booking a vehicle, customers should ensure they have sufficient time to return the vehicle on time. Late returns are chargeable, as well as incurring an additional penalty under the fair play rules.
- g FLEX customers belonging to the same household can form a rental group (max. 5 people). Every member of such a rental group must perform the steps set forth in Article 2 above. Once completed, they each receive a personalised FLEX-Card, a customer number and PIN Code.  
The establishment of a rental group entitles its members to use their FLEX-Cards to take up bookings made by other members of the group. It is not necessary for the person booking the vehicle to be in it during the booked trip.
- h Shorter hire periods, changes and cancellations of bookings incur a charge under the fair-play rules.
- i Hire period extensions are possible, subject to no subsequent booking for the vehicle having been made by another customer. Requests to extend the hire period must be made before the end of the hire period via the FLEX-Servicecenter or the FLEX App.

## 5. AUTHORISED DRIVERS

- a Under no circumstances may FLEX vehicles be made available to unauthorised third parties.
- b Drivers who are not FLEX customers may not drive FLEX vehicles.
- c FLEX customers not belonging to a rental group may drive a FLEX vehicle as long as the person who has booked it is in the vehicle.
- d In the case of the customer being a legal person, he may nominate persons authorised to drive in his name and for his account.
- e The customer must ensure that the authorised driver abides by the provisions set forth in the T&Cs, is fit to drive and has a valid driving licence. The customer assumes responsibility for the actions of the driver. The customer must at all times be able to prove who was actually driving the vehicle.

## 6. CHECKING A VEHICLE BEFORE STARTING OUT

- a Before starting out, a customer must check whether the car is fit to drive (in accordance with the Highway Code).
- b Customers are required to check a vehicle for noticeable defects/damage before starting out. The FLEX-Servicecenter must be notified of any defects/damage noticed before starting out.
- c In the case of no such notification, it will be assumed that no defect/damage existed before starting out.

## 7. VEHICLE USAGE

- a A vehicle is considered to be used by a customer in the period between the booked begin and the time of the vehicle's return to the specified location. Vehicle usage also includes any action associated with the use of the vehicle.
- b To use a vehicle, a customer must be registered with FLEX, have a valid booking and be in possession of a valid driving licence for the specific vehicle category. Customers undertake to always have their valid driving licence with them when driving a FLEX vehicle. Disregard will result in damages and will be prosecuted.
- c Should the booked vehicle not be parked at the agreed location, the FLEX-Servicecenter must be informed immediately by phone.
- d Should the booked vehicle not be available for use at the booked time (e.g. on account of a late return, a breakdown, an accident, etc.), FLEX will do its best to make another vehicle available at the same or nearest location. A customer has no claim to a replacement vehicle.
- e Should the FLEX-Servicecenter be unable to make another vehicle available, the customer may, after consultation with the FLEX Service Centre, be offered the option of using another means of transport at the expense of CFL Mobility. In such a case, the cost must not exceed the amount granted.
- f Customers must handle the FLEX vehicle with care, using it in accordance with the instructions in the vehicle manual, the vehicle documents and the manufacturer's instructions.
- g A customer is responsible for the vehicle from the begin of the booked period until the vehicle is returned. Vehicles must be returned to the location specified in the reservation. Without the explicit agreement of the FLEX-Servicecenter, the vehicle may not be dropped off at a location other than the originally booked drop-off location (e.g. in the case of a breakdown, roadworks, etc.). Disregard will incur a charge under the fair play rules.
- h Customers are not allowed to eat, drink or smoke in a FLEX vehicle.
- i FLEX vehicles may not be driven under the influence of alcohol, hallucinatory drugs, narcotics, barbiturates, other illegal drugs or any other substance (whether legal or illegal) liable to impair driving ability. The same applies for any other condition impairing driving ability (e.g. fatigue or illness). In all cases, a customer must respect the Highway Code and all other rules and regulations.
- j FLEX vehicles may only be used for transporting passengers.
- k FLEX vehicles may NOT be used:
  - for towing or otherwise moving another vehicle,
  - for transporting people for hire or reward,
  - for sub-renting,
  - for motor sport events or other competitions and generally for any motor sport practice,
  - in an overladen condition, i.e. when the weight of the persons and/or goods transported exceeds the maximum weight stated in the vehicle registration papers,
  - for transporting inflammable, toxic or any other dangerous substances,
  - for transporting objects which, due to their shape, size or weight, will impair driving safety or may cause damage to the vehicle interior or bodywork,
  - for off-road trips or trips on non-public roads,
  - as part of demonstrations or rallies, for advertising purposes,
  - for driving or skid control lessons, etc.,
  - for any other non-standard purpose.
- l The use of roof-racks is prohibited.
- m Animals may not be transported. An exception is made for cats and dogs insofar as they are transported in suitable transport boxes.
- n Any exceptions to these rules must be explicitly approved by CFL Mobility management.
- o When parking a FLEX vehicle, the Highway Code and the relevant parking restrictions must be complied with. While the vehicle is in use by a customer, the latter is responsible for paying all parking fees.
- p Customers must not carry out any repairs or modifications to a FLEX vehicle.
- q Any damage incurred through improper or inappropriate use of the vehicle will be charged to the customer.

## 8. VEHICLE RETURNS

- a The vehicle must be returned to the agreed location at the end of the booked period in a clean and drivable condition, with all documents and accessories found in the vehicle on taking it over still in the vehicle. Should a customer be unable to return the vehicle on time, the FLEX-Servicecenter must be notified immediately by phone before the end of the booked period. In the case of a late return, a customer will be charged a late-return fee under the fair-play rules, in addition to the normal rate.
- b E-vehicles are to be hooked up to the charging point. Failure to do so will incur a charge under the fair-play rules.
- c Should no FLEX reserved parking spot be available on returning the vehicle, the customer undertakes to contact the FLEX-Servicecenter to agree where the vehicle is to be parked.
- d Should the tank be less than one third full when the vehicle is returned, the vehicle must be refuelled in accordance with the fair play rules. Failure to do so will incur a charge under the fair play rules. Please use the refuelling charge card ("*Tankkarte*") in the vehicle to pay for the refuelling. When refuelling a vehicle, customers must make sure they fill up with the fuel specified for the vehicle. Failure to do so will lead to the cost incurred for remedying the misfuelling being charged to the customer. Fill-ups paid for in cash may exceptionally be refunded after submitting the receipt (bearing the driver's name, FLEX customer no. and vehicle no.). The refund will be processed in combination with the next rental invoice. The refuelling charge card ("*Tankkarte*") may only be used to fill up the FLEX vehicle. Unless otherwise specified, vehicles should not be filled up with premium-grade fuel (e.g. "Aral Ultimate 98", "Shell V-Power SP98"). CFL Mobility reserves the right to charge for the difference between the price for standard fuel and premium-grade fuel.
- e FLEX vehicles are equipped with various parking cards. These may only be used for parking a FLEX vehicle.
- f Throughout the hire period, the customer assumes liability for the refuelling charge card and all parking cards in the vehicle. The customer must ensure that these are left in the appropriate place on returning the vehicle.
- g Any abuse of the refuelling charge card or a parking card (for instance for use for a third-party vehicle) may be prosecuted.
- h On returning a vehicle, all battery-operated equipment is to be turned off, the steering wheel locked, windows and doors to be properly shut and the vehicle locked. The vehicle must be secured against theft.
- i Any defect or damage is to be reported immediately to the FLEX-Servicecenter.
- j CFL Mobility assumes responsibility for the regular maintenance of vehicles and their cleaning.
- k FLEX vehicles are to be returned in a clean condition.
- l Any soiling of the vehicle beyond normal wear, whether inside or outside, must be cleaned by the customer at his own expense during the hire period. Any damage caused by inappropriate cleaning methods will be charged to the customer by CFL Mobility under the fair-play rules.
- m CFL Mobility assumes no liability for any possessions left behind in the vehicle or stolen from it.

## 9. INVOICING

- a On registering, customers must provide details of their current credit card.
- b The rates and charges for CFL Mobility offerings applicable at vehicle pick-up time can be consulted at [www.flex.lu](http://www.flex.lu).
- c Payments for FLEX services are due upon invoicing. Invoices are e-mailed to customers.
- d Amounts are automatically debited via the specified credit card (MasterCard or Visa) on the date specified on the invoice. Customers must ensure that they have sufficient credit.
- e CFL Mobility is authorised to charge late payment fees on overdue invoices under the fair-play rules. Furthermore, late payments are subject to interest at the statutory default rate.

- f Fees and additional charges may be levied on any arrears, to be borne fully by the customer.
- g Moreover, CFL Mobility reserves the right to revoke (temporarily or permanently) a customer's authorisation to use FLEX services, to cancel existing bookings and possibly to terminate the subscriber agreement.
- h The revocation of the usage authorisation, the cancellation of existing bookings, the termination of the subscriber agreement and/or the debarment of defaulting payers by CFL Mobility entitle a customer neither to a reduction of already incurred claims, nor to a refund.
- i Customers undertake to only make use of FLEX services insofar as they are in a position to pay their invoices in due time.
- j Complaints regarding invoices must be submitted in writing at the latest fifteen (15) days after receipt of the invoice. Otherwise the invoice is considered accepted.
- k CFL Mobility may assign its claims to third parties at any time, without necessarily notifying the customer.
- l Vouchers/credits can be used against:
  - FLEX subscriptions,
  - hire invoices,
  - charges,
  - reducing Excess amounts.
 Vouchers may not be reimbursed in cash.
- m When calculating the driven kilometres, the distance between the pick-up and drop-off location is used. A system-related difference of up to 5% between the distance calculated by the on-board computer and the vehicle odometer is recognised as acceptable. The distance calculated by the on-board computer takes precedence.

#### 10. BREAKDOWNS AND ACCIDENTS INVOLVING THE FLEX VEHICLE – THEFT

- a In the case of any defect, breakdown, accident or any other incident, the journey may not be continued. The FLEX Service Centre must be notified immediately of the incident and will discuss with the customer the next steps.
- b In all cases,
  - the FLEX Service Centre must be notified immediately.
  - In the case of any accident, a European Accident Report must be filled out (copies are available in the vehicle). A photo of the Accident Report, together with any photos documenting the incident, must be sent to the FLEX Service Centre as soon as possible. The customer must deposit the Accident Report in the vehicle's glove compartment.
  - The driver must not give or sign any acknowledgement of guilt or liability or any comparable statement, as this will not be accepted by CFL Mobility.
  - Repairs may only be commissioned by CFL Mobility. Customers are not allowed to repair damage to a FLEX vehicle themselves or to have it repaired.
  - A breakdown service, whether in Luxembourg or abroad, may only be commissioned by CFL Mobility. CFL Mobility will not cover the cost of a customer-commissioned breakdown service or will invoice the customer for the amount.
  - Customers are obliged to ensure that all necessary and reasonable measures are taken to minimise damage and secure evidence.
  - Where necessary, the customer should call in the police.
- c Should the oil control light, the ABS control light or any other red warning light start blinking, the vehicle is to be halted immediately and the FLEX-Servicecenter contacted by phone for further instructions. The journey must not be continued without the explicit consent of the FLEX-Servicecenter.
- d Damage impairing the vehicle's operation caused by negligence (e.g. damage to tyres, misfuelling, mechanical damage due to mishandling) and the associated costs are not covered by the insurance and will be fully charged to the customer.
- e In the case of a vehicle not being available to the customer or a subsequent customer due to a breakdown, accident, traffic jam or *force majeure*, CFL Mobility is authorised to hold the customer responsible for any negligence leading to the unavailability.
- f In the case of the vehicle being stolen, the customer must immediately call in the police and report the theft to the FLEX-Servicecenter.

#### 11. DAMAGE TO A FLEX VEHICLE

- a A customer must fully reimburse CFL Mobility for all damage caused to the vehicle through disregard of the T&Cs and/or through negligence.
- b In the case of any damage occurring, the FLEX-Servicecenter is to be notified by phone immediately. Notifications of damage via a different communication channel (e-mail, letter, etc.) will not be accepted. Existing damage noticed before starting out is to be reported to the FLEX-Servicecenter immediately.
- c In the case of no such report existing, CFL Mobility is entitled to consider the customer using the vehicle immediately before the damage was reported as the party causing the damage, and thus responsible for it. In doing so, CFL Mobility may make use of the electronic trip recording system. Obviously, the customer concerned may provide evidence to the contrary.
- d Any damage will be repaired at the discretion of CFL Mobility and the insurance company.

#### 12. LIABILITY AND INSURANCE

- a. CFL Mobility liability

CFL Mobility assumes liability for errors regarding its obligations under this Agreement, subject to the restrictions provided hereafter.

CFL is not liable in cases of *force majeure*, *Force majeure* covers all circumstances not influenced by CFL Mobility, such as natural disasters, government actions, decisions of the authorities, blockades, war and other military conflicts, civil unrest, terrorist attacks, strikes, lockouts and other industrial disputes, confiscations, embargoes or other unpredictable and serious circumstances with no causal link to CFL Mobility.

CFL Mobility is not liable for negligence attributable to a customer or a third party.

CFL Mobility's liability is restricted to EUR 2,500 for material damage. CFL Mobility assumes no liability for immaterial and/or indirect damage.

CFL Mobility cannot be held liable for losses, damage or delays resulting from the loss or theft of a customer's FLEX-Card and/or through its fraudulent use by a third party.

CFL Mobility and the vehicle's owner cannot be held liable in cases where it is impossible to reach a customer because he has not updated the necessary customer data.

- b. Customer liability

Customers are liable for any breach of these T&Cs, irrespective of whether through their own actions or their failure to take action, and irrespective of whether on their part or on the part of other passengers in the vehicle. Customers are responsible for all consequences of their negligence, in whatever form, and will compensate CFL Mobility and any third parties involved for all direct damage, whether to persons, material or immaterial items.

From the beginning of the hire period to the moment the car is returned to agreed location, locked and left in a state allowing the vehicle to be hired to a subsequent customer, a customer is responsible for the vehicle and its contents.

He assumes full responsibility for the vehicle from the time the vehicle is taken over until its final (possibly late) return.

He undertakes to handle the FLEX vehicle as if it were his own.

A customer is liable vis-à-vis CFL Mobility for all damage and all costs associated with the loss or theft of the vehicle, and generally for all damage to the vehicle incurred during the hire period.

However, the owner of the vehicles makes available to customers an insurance policy covering most forms of damage incurred during the responsible use of the vehicle, with customer liability generally restricted to the Excess amount (in accordance with the selected option).

CFL Mobility reserves the right to apply special provisions for young drivers / drivers who have only recently passed their driving test, as well as restricting subscription options to a subscription with a lower Excess amount.

In cases where the insurance company refuses to perform due to the customer's conduct (especially driving under the influence of alcohol or narcotics, driving without a valid driving licence, non-notification of an accident/damage, non-submission of the original theft protocol, etc.), the customer must pay the entire amount of the damage incurred by CFL Mobility and/or the vehicle owner (including, but not limited to, all repair costs of the vehicle, vehicle loss of value, parking fees, towing costs, etc.).

### c Insurance

Insofar as the provisions stipulated in the T&Cs are adhered to, customer liability is restricted as follows:

In line with statutory requirements, FLEX vehicles have third-party liability insurance covering damage/injury to third parties (including vehicle passengers).

FLEX vehicles are also insured against fire, theft and glass damage up to the amounts specified in the policies.

Customers must pay the Excess amount, the height of which is dependent on the selected subscription, whether for damage to a third party or to the hired vehicle.

We explicitly point out that all personal items or luggage in the vehicle are not covered by the insurance policies.

In the event of any accident/damage, customers undertake to cooperate with the insurance company, CFL Mobility and the vehicle owner, making available to them all evidence and/or documents necessary for the proper settlement of the claim.

### 13. ROAD TRAFFIC OFFENCES

Customers are responsible for all fines and penalties incurred by them or a third party while using a FLEX vehicle.

As the recipient of notifications of fines and penalties, CFL Mobility will pass on the details of the customer driving the vehicle at the time of the offence to the authority in question to the issuing authority. At the same time, CFL Mobility will levy a charge for the processing under the fair-play rules. Customers are responsible for all associated costs (costs of legal representation and proceedings, fines and penalties, etc.).

### 14. JOURNEYS ABROAD

Journeys outside the Greater Region (Luxembourg, Saarland, Lorraine, Rhineland-Palatinate, Wallonia and East Belgium) must be approved by CFL Mobility before starting out and are limited to the following countries: Germany, France, Belgium, the Netherlands, Switzerland and Austria. CFL Mobility reserves the right to modify this list of countries at any time.

Customers are fully responsible for complying with the vehicle-related statutory provisions, traffic rules and driving licence requirements of the countries concerned, without CFL Mobility incurring any liability.

### 15. CHANGES OF ADDRESS / NAME

All changes to the information made available on concluding the Agreement (i.e. changes of address or name) are to be communicated in written form to CFL Mobility within ten days at the latest (E-Mail: info@flex.lu) or to be entered online into the customer database via the website. Until the new name and/or address is made known, all communications from CFL Mobility are sent to the last-known name / address and are thereby considered to be validly sent. The term "address" covers a person's postal address, e-mail address and telephone number.

Customers similarly undertake to inform CFL Mobility in written form within ten days (E-Mail: info@flex.lu) should their credit card cease to be valid or be reported stolen. They will communicate the number of a new credit card made out in their name within the same deadline.

### 16. TERM OF THE AGREEMENT – TERMINATION

The Customer Agreement (the subscription) is concluded for one year and may be terminated at the end of a year by either party subject to one month's notice by sending an e-mail to info@flex.lu. Irrespective of this, a subscription can be changed, subject to the provisions of the current subscription. The parties reserve the right to an extraordinary termination of the Subscriber Agreement. Instead of an extraordinary termination, CFL Mobility is also entitled to suspend the Agreement for a certain period of time on important grounds. This is especially the case when payments due to CFL Mobility for previous hires have not been settled, in the case of unclarified damage claims or of repeated breaches of these T&Cs by the customer. CFL Mobility will inform the customer in writing of the duration of and reasons for the suspension.

### 17. FURTHER PROVISIONS

- a FLEX vehicles are equipped with automatic transmissions.
- b CFL Mobility does not provide any accessories (e.g. child seats).
- c All important information (invoices, booking confirmations, etc.) is sent by e-mail. This means that customers must have the appropriate hard- and software to receive e-mails.
- d When processing personal data, CFL Mobility complies with Luxembourg / European data privacy legislation. CFL Mobility is entitled to process personal data, to establish the necessary databases and to use personal data:
  - for concluding the Subscriber Agreement,
  - for administering the services offered,
  - for promoting CFL Mobility services. Addresses will not be offered for sale to third parties.
- e CFL Mobility reserves the right to obtain all information from the authorities, partner companies and other third parties necessary for checking (solvency, driving test, subscription discounts, etc.) and administering the Agreement and the use of its vehicles.
- f Luxembourg and foreign traffic-related charges (e.g. road tolls, motorway vignettes) are not included in the service offers and cannot be charged to CFL Mobility.
- g Any debits or credits from abroad are converted at the exchange rate valid on the day the credit or debit is received.
- h CFL Mobility reserves the right to introduce usage restrictions for certain customer categories or products. These may be tightened under certain circumstances (e.g. repeated arrears, damage/accidents).

### 18. CLOSING PROVISIONS

- a Personal data: In accordance with the explicit agreement and under the amended data protection law of 2 August 2002, the customer explicitly consents to the processing of the personal data already / still to be communicated to CFL Mobility for concluding the Subscriber Agreement and administering the services used as well as for drawing up, finalising, administering and fulfilling the Agreement.

CFL Mobility, 9, place de la Gare, L-1616 Luxembourg is responsible for processing the data. Customer have the right to know which data is being used and to have them corrected and/or deleted where necessary. This entitlement can be exercised at any time by sending a corresponding request to CFL Mobility, either by e-mail (dpo@flex.lu) or by post (CFL Mobility / Gare de Wasserbillig / L-6630 Wasserbillig).

CFL Mobility receives and stores all data entered by customers on its website or app or otherwise transmitted to CFL Mobility. This data includes data used to identify the customer ("personal data") such as forename and name, telephone number, date of birth, postal and e-mail address, credit card details (number, name of the card holder and expiry data) as well as data automatically stored when a customer visits the website (e.g. his IP address) or recorded in a vehicle's on-board computer.

- b In the interests of honest and responsible customers, CFL Mobility reserves the right in particular to terminate customer relationships with private individuals or legal persons who fail to comply with the T&Cs or the fair play rules, without stating reasons. This similarly applies in the event of a serious offence or after an accident/damage.
- c In the case of repeated breaches, CFL Mobility reserves the right to increase the charges for breaches of the fair-play rules.
- d The applicable law and jurisdiction of Luxembourg shall apply.

No verbal corollaries exist. The nullity of certain clauses or provisions of these T&Cs have no effect on the remaining clauses and provisions.

In the case of any dispute, the Parties will do their best to resolve it in an amicable manner before initiating legal proceedings. Should the Parties not be able to reach an amicable solution, the jurisdiction of the courts competent for the registered office of CFL Mobility is agreed for all disputes relating to the contractual relationship between a customer and CFL Mobility.

These T&Cs are available in German, French and English. In the case of any divergence between the various language versions, the German version takes precedence.



## CONSENT TO THE USE OF A VEHICLE FITTED WITH A GEOLOCATION SYSTEM

I have been informed that software for administering vehicles, bookings and customers and their associated data is used in the context of CFL Mobility's FLEX Carsharing. In addition, all vehicles are fitted with an on-board computer for administering vehicle bookings, vehicle access and geolocating the vehicle.

The geolocation system is used solely in connection with the booking system, for instance for checking whether the vehicle has been returned to the right base.

Via the on-board computer, the vehicle status is communicated to the software, as is the position of the vehicle in certain circumstances. This data is processed on the server of our software and hardware partner in Switzerland and stored in accordance with European data privacy provisions. The same applies to customer data.

On request and on the basis of the relevant legislation, data may also be communicated to public authorities, e.g. in the cases of a crime.

I am also aware that, for instance in the case of an accident, a breakdown or when the vehicle is reported missing or malfunctioning, the latest position of the vehicle may be determined by CFL Mobility. CFL Mobility expressly confirms that none of this data will be used in any form to locate or track a customer, and that no journey details are continually recorded.

Moreover, all vehicles are fitted, in accordance with the latest European regulations, with the European SOS system, which automatically sends data to a command and control centre in the event of an accident. In such an event, the vehicle's position is also reported in accordance with EU regulations. CFL Mobility has no influence over this data and no access to it.

In registering as a FLEX customer and using FLEX vehicles, I expressly give my consent to the above. This consent may be revoked at any time through sending CFL Mobility an e-mail ([dpo@flex.lu](mailto:dpo@flex.lu)) or a letter (CFL Mobility, Gare de Wasserbillig, L-6630 Wasserbillig).