

# **CFL Mobility Terms and Conditions**

**Carsharing 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-1160 Luxembourg, 16, BD d'Avranches 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 document "Fairplay rules & charges" is 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 can only register online, either via [www.flex.lu](http://www.flex.lu) or the FLEX app. In both cases, customers are guided step by step through the registration process and receive all further (necessary) information.

Once the identity of the customer (as a private individual) has been verified by CFL Mobility through presentation of his/her identity card valid in Luxembourg, driving licence and, if applicable, through other documents and criteria, the customer will receive e-mail confirmation of registration from CFL Mobility.

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. CUSTOMER ACCESS

a Following the successful completion of the necessary checks as provided for in Article 2 of the aforementioned General Terms and Conditions, new customers receive FLEX access, which allows them both to reserve and access their reservation and set off on their journey.

b Access data to FLEX services via the FLEX app or other media is personal and non-transferable, may not be passed on to third parties and must be stored carefully. Customers will be held liable for any misuse of the access data and media, as well as for any damage caused thereby. Customers are responsible for regularly checking their account activity. If any abnormal activity is detected, customers must immediately notify CFL Mobility.

c A FLEX account may only be used for one vehicle at a time.

d CFL Mobility reserves the right to deactivate a FLEX account (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 access data lose their validity, making it impossible for a customer to benefit from FLEX services. Any existing reservations will be cancelled by CFL Mobility. Outstanding payment obligations vis-à-vis CFL Mobility remain valid. Any payments already made will not be refunded.

## 4. BOOKING A VEHICLE

a The customer must book the vehicle before setting off via the FLEX booking system (FLEX APP, FLEX website or, in exceptional cases, through the FLEX Servicecenter (where applicable, for a fee)), providing his customer access data. Bookings without providing customer access data 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 Bookings will be declined or may be cancelled by CFL Mobility if the credit card or payment medium cannot be charged. A fee may be charged if the payment medium is no longer valid or chargeable (See also Article 9.d).

e CFL Mobility allows reservations to be made up to 30 days before departure. The reservation date cannot be later than the expiration date of the subscription.

CFL Mobility reserves the right to cancel reservations due to unforeseen operational

circumstances, as deemed necessary by CFL Mobility. Upon making a reservation, customers will receive a confirmation message within the application, which they should carefully review.

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 Shorter hire periods, changes and cancellations of bookings incur a charge under the fair-play rules.

h A booking can be extended provided the vehicle in question has not been otherwise booked. The request to extend a booking must be made before the end of the booking, via the app or, in exceptional cases, by calling the FLEX Servicecenter (for a fee, if applicable). Any booking request for a period exceeding 72 hours must be submitted to the FLEX Servicecenter and approved by the latter prior to making the booking.

## 5. AUTHORISED DRIVERS

a FLEX vehicles must not be made available to unauthorized third parties under any circumstances.

b The reservation holder and the driver of the reserved FLEX vehicle must be the same person.

c If the customer is a legal entity, it may designate authorized individuals to drive on its behalf. These individuals will receive an electronic invitation to register. Identity verification will be performed as described in Article 2.

## 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 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.

f The customer must not use the FLEX vehicle for illegal or immoral purposes or not provided for by the manufacturer

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. The FLEX transporters are excluded from this.

k Unless prior written authorization by CFL Mobility, 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 (In principle, this is the departure station) 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 gas tank be below one third of the full capacity when returning the vehicle, it 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 DKV fuel card to pay the refuelling expenses. 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. Customers will be fully responsible for any vehicle damage caused by filling the tank with the wrong fuel. Fuel paid for using a method other than the designated card will only be refunded in exceptional cases at the sole discretion of CFL Mobility. In such instances, the customer must email a photo of the receipt (showing the name, FLEX customer number, and vehicle registration number) and their bank details to [support@flex.lu](mailto:support@flex.lu). The required information can be found in the vehicle's glove compartment. The DKV fuel card 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 », « Aral Ultimate Diesel », « Shell V-Power SP98 », « Shell V-Power Diesel »). CFL Mobility reserves the right to charge for the difference between the price for standard fuel and premium-grade fuel.

**e** Depending on the vehicle, there may be different parking cards in the FLEX vehicles which are used exclusively for parking the FLEX vehicle in the designated parking space / in the designated multi-storey car park.

**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.

Secure Socket Layer (SSL) encryption is used for data transmission so that your data is protected against unauthorized access. The encrypted credit card details are only stored with an external, officially certified payment service provider. CFL Mobility itself only has coded, referenced credit card details.

**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. The link to the invoice will be e-mailed to the customer.

**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.

CFL Mobility reserves the right to pre-authorize a certain amount on the credit card for each reservation. This amount will be held for a maximum of 7 days.

For reservations made with a planned start date within 5 days, an immediate pre-authorization attempt is triggered upon reservation creation.

For reservations with a planned start date more than 5 days in advance, the pre-authorization attempt will take place one hour before the planned start time of the reservation.

If the authorization attempt fails, for example due to insufficient funds, the reservation is automatically canceled. The customer will be notified of this by email, push notification, and in-app message.

If the authorization is successful, the driver can use the vehicle.

The pre-authorization amount consists of a variable part based on the reservation duration and the chosen subscription, as well as a fixed fee as outlined in the „Fair-play & Taxes“ document.

A detailed overview can be found in our document „Fairplay & Taxes“.

**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** Gift vouchers/credits:

- Can only be applied to invoices that have not yet been issued. Therefore, no gift vouchers/credits can be deducted from completed reservations that have already been invoiced

- Cannot be used in combination with other vouchers or credits (only one gift voucher/credit per reservation).

- Cannot be refunded in any way.

**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 Servicecenter must be notified immediately of the incident and will discuss with the customer the next steps.

**b** As a general rule,

- the FLEX Servicecenter must be notified immediately.
- In case of an accident, a European Accident Report must be completed (a form can be found in the vehicle). A photo of the report and, if possible, photos of the incident should be sent immediately to the FLEX Servicecenter. The customer must send the original report to CFL Mobility within 24 hours of the accident at the latest using the pre-stamped envelope provided in the vehicle's glove compartment. In case of non-compliance with the deadline, CFL Mobility reserves the right to apply penalties according to the Fairplay rules, to exclude the customer from the deductible reduction or to charge them for any other costs resulting from the non-submission of the report.
- 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. In principle, 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 in the event of non-compliance with this requirement.
- Customers are obliged to ensure that all necessary and reasonable measures are taken to minimise damage and secure evidence.
- When 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 event of any damage/accident/breakdown, the FLEX Servicecenter must be notified immediately by telephone. Notifications of damage via a different communication channel (e-mail, letter, etc.) will not be accepted. Damage existing before the start of the journey must be reported to the FLEX Servicecenter immediately and before the start of the journey via the app.

**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** Damages will be repaired at the sole discretion of CFL Mobility.

#### 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 to the contract.

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 any losses, damage or delays resulting from the loss or theft of a customer's FLEX access data or media and/or through their 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.

The customer is liable to CFL Mobility for all damages and costs caused by the loss or theft of the vehicle and, more generally, for any damage suffered to the vehicle during the rental period

Depending on the subscription chosen and the option selected, the customer may limit their liability, in the event of an accident, for damage caused to the vehicle to one of the amounts offered in the subscriptions.

However, depending on the subscription chosen, this liability limit only covers vehicle repair costs.

A detailed overview can be found in our document „Fairplay & Taxes“.

Excluded are, in particular, and therefore remain the responsibility of the customer (non-exhaustive list): file management costs, lettering, immobilization, vehicle transfer costs to the repair garage and to the site after repair, removal of the dashboard box if necessary, etc.

In addition, the customer does not benefit from the aforementioned liability limit for damage caused by:

- Filling the tank with unsuitable fuel for the vehicle,
- The willful act of the customer
- Gross negligence, the customer and in particular in the event of:
  - Driving with a blood alcohol level exceeding the lowest of the following levels: (i) the maximum blood alcohol level authorized by the legislation of the country in which the offense occurred, (ii) the maximum blood alcohol level authorized by Luxembourg legislation,
  - Driving in a state similar to drunkenness resulting from the use of drugs or any other substance prohibited by laws and regulations,
  - Driving without a valid driving license,
  - Driving in non-compliance with the legal and regulatory provisions relating to road safety,
  - Thefts or attempted thefts committed by the customer's employees, relatives or assigns,
  - Thefts or attempted thefts that occurred while the vehicle was abandoned in a public place, the keys being in or on the vehicle, or the roof and/or doors open, or even if the anti-theft system was not in working order or was not activated,
  - Fire, fire, explosion, lightning, short circuit, caused by flammable, explosive or corrosive materials or objects transported in the vehicle,
  - The fact of any object, merchandise or animal, transported in the vehicle,
  - More generally, non-compliance with these T&Cs.

CFL Mobility reserves the right to provide specific conditions for young drivers and/or novice drivers and in particular to limit the choice of subscription to a subscription containing a deductible reduction.

### c Insurance

FLEX vehicles are insured in accordance with the legal provisions on civil motor vehicle liability, for damage that may be caused to third parties or to all occupants of said vehicle.

Please note that any personal items or luggage on board or equipping the vehicle are not covered by the insurance taken out.

In the event of a claim, the customer undertakes to cooperate and provide any evidence and/or information necessary for the proper management 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.

Fines and penalties received by CFL Mobility will be passed on to the police with the details of the related FLEX customer. CFL Mobility will charge this customer 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 following countries must be notified and authorised in advance by CFL Mobility: Grand Duchy of Luxembourg, Germany, France, Belgium, Switzerland, Austria and the Netherlands to the exclusion of their territories located outside the European continent.

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.

The customer also undertakes to make the necessary changes to the customer account immediately in the event of changes or loss of the credit card.

### 16. TERMS OF AGREEMENT AND OPTIONS – TERMINATION

The Customer Agreement (the subscription) is concluded for one year and may be renewed by tacit agreement on each anniversary date for a period of one year, if it is not cancelled by one of the parties in writing subject to compliance, respecting the period of notice of one month before the anniversary date of the agreement by sending an email to support@flex.lu. Similarly, the options in the agreement (e.g.: option to reduce excess ("franchise"), etc.) are subscribed by the customer for a period of one year and will be renewed by tacit agreement on each anniversary date for a period of one year, if they are not cancelled by one of the parties in writing subject to compliance, respecting the period of notice of one month before the anniversary date of the subscription by sending an email to support@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 question in writing of the duration of and reasons for the suspension.

### 17. FURTHER PROVISIONS

a CFL Mobility does not provide any accessories (e.g. child seats).

b All important information (invoices, reservation confirmations, etc.) is sent by email to the customer or placed on the Flex app, so the customer must have a suitable device.

c 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.

d Any debits or credits from abroad are converted at the exchange rate valid on the day the credit or debit is received.

e 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 The customer's personal data is processed in strict compliance with the (EU) re-

gulation 2016/679 of the European Parliament and Council of 27 April 2016 relating to the protection of physical entities, with regard to the processing of personal data and the free movement of this date and other legal and statutory provisions which may be applicable. Further information concerning the processing of the customer's personal data by CFL Mobility can be obtained from the information note on the protection of personal data provided by CFL Mobility on our Website www.flex.lu which the customer should consult before registering for the vehicle sharing service.

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.