

## **Shared Car User Agreement**

### **1. Commencement of contract**

The user agreement comes into force when the person registered in the shared car application signs this City-Yhteisautot Oy agreement electronically or has registered and signed the *Japster* user agreement.

2. The user must have a valid driver's license and at least one year driving experience.

3. A user who has registered for the service and therefore has the right to use a shared car managed by City-Yhteisautot Oy may not give the car to another person or to be driven by anyone else. The user must not be under the influence of alcohol or drugs. The driver must drive with care and observe all traffic rules.

3.1 If damage occurs to the car in the above-mentioned circumstances (section 3) the contracted user is liable to pay 100% of the damage caused to the car or any other property.

### **4. Inspection of the car and damage situations**

The user must fully inspect the vehicle ahead of using it for the first time and report any damage which is not already specified in the contract (under Damages) before driving. The user is responsible for checking that the tyres are suitable for the driving conditions/weather. The service provider must be notified of any accidents immediately. In the event of a traffic accident, or injury caused to people or animals, the user must inform the police, the service provider and insurance company. For damages that have occurred due to the user's personal fault or negligence, or where the culprit cannot be verified, the user is liable to pay 1000 € excess; however, it is possible for this to be waived if the service provider receives full compensation for the damage from the person liable or their insurance company. If the vehicle had unsuitable tyres for the driving conditions (Road Traffic Act), the user is responsible for all costs and damages incurred in full.

### **5. Traffic violations, fines, etc.**

Parking fines, parking fees, penalty fees, or other similar fines and fees incurred during the use period, including administrative costs, are always the responsibility of the user.

### **6. Car pick-up and drop-off**

The shared car is picked up from the place specified in the user agreement and it should be returned to the same place. The vehicle is fully electric, and at the conclusion of the contract, the vehicle should be connected to the charging point with the charging cable provided. Failure to connect or in the case of incorrect connection which results in the vehicle not charging properly, the user is liable to pay 100 € for the costs incurred. If the charging cable is lost during the period of use, the service provider will charge 380 €.

### **7. Use of the car**

The user is responsible for the cleanliness of the car. Smoking, transportation of animals or eating in the car are strictly prohibited. It is also forbidden to use the car with dirty workwear. The car must be returned in the same condition as found upon pick-up. The wash key card is found in the glove compartment and can be used to wash the car free of charge at Pesuparkki (Launeenkatu 84 open 24/7). There is also access to a vacuum at Pesuparkki car wash. If the user is not able to wash and vacuum the car, they must notify the service provider of the potential need for valeting and washing of the vehicle. The service provider has the right to claim back full valeting and cleaning costs in the case of an abnormally dirty vehicle. In this case the minimum charge is 150 €. However, it should be noted that it is primarily the user's responsibility to ensure that the car remains in a tidy condition throughout its use.

## **8. Payment and cancellation of the Service**

The service can be paid with the most credit cards and mobile payment methods. Cancellations received at least 48 hours prior to the start of the service will be refunded in full, the refund will be made automatically back to the payment method used. There are no refunds after the 48 hour period.

*Japster* users can only pay by credit card. In this case, the cancellation and other conditions are stated in the *signed Japster User Agreement*.

## **9. Compensability conditions**

If the car doesn't start or the journey ends due to a technical fault, remote control or application error, the following conditions of reimbursement apply:

- 9.1. In the event of a technical failure, alternative arrangements are indicated in the roadside assistance or mobility security of the car brand in question. Indirect costs are not reimbursed.
- 9.2. If the trip is interrupted or the car cannot be moved, the compensation must be presented to the manufacturer of the device. Indirect costs are not reimbursed.
- 9.3. If the fault is caused by the *Japster* application or a network connection, the correction must be presented to the application provider. Indirect costs are not reimbursed.
- 9.4. In the cases mentioned in sections 9.1.–9.3, the reservation fee will not be refunded, but the claim must be made to the companies or manufacturers mentioned herein.

## **10. Disagreements**

Disputes concerning the operating agreement shall be resolved primarily through negotiations. If the dispute is brought before a court, the matter is resolved by the district court of the service provider's domicile or, in the case of consumer disputes, by another court of first instance in accordance with the law.