

GENERAL TERMS AND CONDITIONS

Valid from and including 13 May 2024 until further notice.

The following are the general terms and conditions (the “**General Terms and Conditions**”) under which an agreement has been entered into between Volvo Car Mobility Sweden AB, reg. no 556575-8298, with its address at Mäster Samuelsgatan 20, 111 44 Stockholm, Sweden, hereinafter referred to as “**Company**”, and the contracting natural person, hereinafter referred to as the “**User**”, for the Volvo On Demand car sharing service (“**Volvo On Demand Car Sharing**”) and the Volvo On Demand month-by-month rental service (“**Volvo On Demand Monthly**”) provided by Company as set out herein (jointly the “**Services**”). For the costs of breaches, excesses, etc., see the price list at the end of these General Terms and Conditions (the “**Price List**”).

1. THE AGREEMENT, THE PARTIES AND THE SERVICES

- 1.1. The agreement between the User and Company for the Services consists of the terms and conditions of the registration process that the User must complete to access the Services, and these General Terms and Conditions, hereinafter jointly the “**Agreement**”. By choosing “approve” in the registration process, the User acknowledges that he or she has read and agrees to these Terms and Conditions and has entered into the Agreement.
- 1.2. Volvo On Demand Car Sharing is a car sharing service allowing to the User to book and pick up cars from any of Company’s depots on a 24/7 basis (subject to garage opening hours).
- 1.3. Volvo On Demand Monthly allows the User to rent a car from specific stations on a month-to-month from 30 to 364 days.
- 1.4. These General Terms and Conditions apply to both Volvo On Demand Car Sharing and Volvo On Demand Monthly unless otherwise specifically set out herein.
- 1.5. For the purpose of evaluating, improving and further developing the Services, Company may ask the User to participate in voluntary surveys and interviews.
- 1.6. The User acknowledges Volvo On Demand Monthly is currently provided as a Beta test version and that the content and features of Volvo On Demand Monthly therefor may vary from time to time. Company may further from time to time limit or change Volvo On Demand Monthly.
- 1.7. The User confirms that it is not a person, or acting on behalf of a person, designated on any sanctions list imposed by the UN, EU, or US, and that it will not sell, provide or transfer any Vehicle to any such sanctioned person, or to any person located in (a) a country or territory which is, or whose government is, the subject of comprehensive sanctions, as may be in place or imposed from time to time, including (but not limited to) Cuba, Iran, North Korea, Syria, the Crimea region of Ukraine, the so-called Donetsk People’s Republic region of Ukraine, the so-called Kherson People’s Republic region of Ukraine, the so-called Luhansk People’s Republic region of Ukraine and the so-called

Zaporizhzhia People's Republic region of Ukraine, (b) Russia or (c) Belarus. If at any time this turns out not to be true, the Agreement will be terminated with immediate effect, without any liability to compensate you whatsoever. Furthermore, according to law we may not be able to repay any payments that the User may have made to us.

2. BASIC REQUIREMENTS

- 2.1. The User must be of at least 18 years of age and have a driver's licence that is valid in Sweden or any of the other countries set out in the list provided at the end of these General Terms and Conditions, which may be checked by Company against the applicable driver's licence register, in order to gain access to the Services. Users that are not connected to a corporate customer and that joins the Services as from 15 December 2021 must however be of at least 20 years of age. During the User's registration for the Services, the User shall provide a copy his or her driver's licence in accordance with Company's instructions.
- 2.2. Company may from time to time apply higher age limits for access to certain car models.
- 2.3. The User must have a valid BankID and be domiciled in Sweden in order to register for the Services. The User must further provide identification in the manner from time to time designated by Company to gain access to the Services.
- 2.4. Prior to registering for the Services and before each reservation, the User must report to Company any restriction of his or her right to drive, including the withdrawal, suspension or expiration of the User's driver's licence. The User shall report the withdrawal, suspension or expiration of the User's driver's licence without delay.
- 2.5. The User shall have a valid driver's licence in their possession at all times when using a Vehicle.
- 2.6. The User acknowledges that special conditions apply for driver's licences issued outside the EU/EEA and is responsible for ensuring that any such licence is at all times valid for drivers in any country where the User uses a Vehicle. Further information can be found at the Swedish Transport Agency's (Sw. Transportstyrelsen) website.
- 2.7. The User must be solvent and have the ability to pay at all times. The User agrees that Company may check Users' financial status by means of a credit report at any time. If the User has record of non-payment, or Company otherwise has reasonable reason to believe that the User does not have ability to pay, Company is entitled to terminate the Agreement, or suspend the User, in accordance with Section 15.1.
- 2.8. The User confirms that it is not a person, or acting on behalf of a person, designated on any sanctions list imposed by the UN, EU, or US and that the User will not sell, provide or transfer any Vehicle to any such sanctioned person, or to any person located in (a) a country or territory which is, or whose government is, the subject of comprehensive sanctions, as may be in place or imposed from time to time, including (but not limited to) Cuba, Iran, North Korea, Syria, the Crimea region of Ukraine, the so-called Donetsk People's Republic region of Ukraine, the so-called Kherson People's Republic region of Ukraine, the so-called Luhansk People's Republic region of Ukraine and the so-called Zaporizhzhia People's Republic region of Ukraine, (b) Russia or (c) Belarus. If at any time this turns out not to be true, the Agreement will be terminated with immediate effect, without any liability for Company to compensate the User whatsoever. Furthermore,

according to law, Company may not be able to repay any payments that the User may have made.

3. VEHICLE RESERVATIONS

- 3.1. “**Vehicle**” refers to the car that the User reserves and makes use of by using Volvo On Demand Car Sharing or Volvo On Demand Monthly.
- 3.2. Reservations to use a Vehicle in either of the Services is made by the User in the mobile application provided by Company for use of the Services (the “App”). The App is available for download in Google Playstore and Apple AppStore. A reservation is valid when it has been confirmed by Company in the App.
- 3.3. The User acknowledges that Company cannot and does not guarantee that there always will be Vehicles available.
- 3.4. For Volvo On Demand Car Sharing, the minimum reservation period is one hour and the maximum reservation period is three months.
- 3.5. For Volvo On Demand Monthly, the minimum reservation period is 30 days and the maximum reservation period is 364 days.
- 3.6. Volvo On Demand Monthly reservations are made for 30 days at the time and will automatically extend for another 30 day period unless the reservation is terminated no later than three days prior to the end of the reservation period.
- 3.7. Volvo On Demand Monthly reservations will start at the time set out in the App on the start date of the reservation and will end at 23.59 on the 30th day of the reservation period. The User must further pick up the Vehicle during the time interval on the start date communicated by Company.

4. COMPANY’S RESPONSIBILITY FOR VEHICLES

- 4.1. Company reserves the right to temporarily replace any Vehicle with a different model, for example during service or repair work and can, at these times, guarantee neither the reserved model nor access to the Vehicle.
- 4.2. The Vehicle, including any equipment, is and remains the property of Company.
- 4.3. If a Vehicle is not available in the designated depot or is not drivable during a reservation, Company will use its reasonable endeavours to arrange for a replacement vehicle.
- 4.4. If a breakdown occurs during an ongoing reservation and the fault is directly or indirectly caused by the User, Company will initially use its reasonable endeavours to rectify the fault. If this is not possible, the reservation will be regarded as terminated. Company will use its reasonable endeavours to provide a replacement vehicle for the remainder of the reservation, if relevant, at the User’s expense.
- 4.5. If a breakdown occurs during an ongoing reservation and the fault is caused by Company, Company will use its reasonable endeavours to rectify the fault and then, if needed, offer a replacement journey or replacement car at Company’s expense. If this is not possible, Company will offer suitable transport to the destination or back to the depot. No compensation for any loss, including but not limited to loss of work time, will be paid.

- 4.6. If a breakdown occurs during an ongoing reservation and the fault is caused by a supplier outside Company's area of responsibility (including but not limited to suppliers of telecommunication services etc.), Company will use its reasonable to attempt to offer transport or a replacement vehicle.

5. THE USER'S RESPONSIBILITIES

5.1. Responsibility for Vehicles

- 5.1.1. The User is responsible for the Vehicle during any active reservation.
- 5.1.2. The term "active reservation" means that the User has started a reservation by having unlocked the Vehicle using the App or through Company's customer care. The reservation is thus active in Company's reservation system and the User is responsible for the Vehicle until it is returned to its depot or such other location designated by Company and the Vehicle is locked and the User has completed the reservation in the App or through Company's customer care.
- 5.1.3. The User must ensure that:
- (a) the Vehicle is used only for normal, on-road driving activities by the User;
 - (b) the Vehicle is used in the same way a careful car owner would take care of his or her own vehicle;
 - (c) the User at all times takes good care of the Vehicle and is responsible for ensuring that the Vehicle is kept in working order and lawful condition;
 - (d) during an active reservation, the correct oil level, coolant level, tyre pressure, windshield washer fluid level, etc. are maintained in accordance with the recommendations specified in the owner's manual and/or if indicated on the instrument panel or by any service technician where necessary to maintain road safety and/or avoid damage to the Vehicle;
 - (e) any user instructions issued by Company at any time (including instructions provided in the App), as well as these General Terms and Conditions and any manufacturer's manuals and specifications, are complied with by the user;
 - (f) the appropriate fuel is used in the Vehicle. The fuel type is specified in the App and on the fuel filler cap. All costs attributable to negligent human error, such as incorrect fueling, will incur a sum up to the full excess (even if the User has chosen excess elimination). If Company's insurance, as decided by the insurance company, is not applicable, the User will be liable for the full damage actually caused;
 - (g) where the Vehicle is an electric car or a plug-in hybrid, the charging cable always accompanies the Vehicle when in use, that the cable is connected correctly on return and that charging commences. The charging cable may not be used for anything other than charging the Vehicle;
 - (h) the charging cable for the engine heater and/or the electric car charging cable are correctly connected and that charging commences once the Vehicle has been returned.
- 5.1.4. The User must not:

- (a) use the Vehicle to tow, push or move another motor vehicle. It is not permitted to use the Vehicle for speed tests, racing, competitive driving, etc., nor is it permitted to drive the Vehicle off-road or on skid plans, ice-covered lakes or watercourses;
- (b) drive the Vehicle carelessly and/or under the influence of alcohol, drugs or any medication that could impair the User's ability or fitness to drive. The Vehicle must be driven with care and with due respect for, and in accordance with, the relevant traffic regulations and any other applicable laws and regulations;
- (c) use the Vehicle for transporting any easily inflammable, toxic or otherwise hazardous substances, or any objects which, due to their form, size, weight or otherwise, may damage the car on the interior or exterior;
- (d) use the Vehicle for or while committing any criminal offense;
- (e) leave the Vehicle unlocked when the User, a Shared User (as set out in Section 5.1.7 below), or any person in company of the User or such other person, is not in the Vehicle;
- (f) smoke or consume alcoholic beverages, or allow any other passenger or occupant of the Vehicle to smoke or consume alcoholic beverages, in the Vehicle at any time;
- (g) divulge usernames or passwords (including BankID password) to any unauthorized person and must ensure that documents containing usernames and passwords are stored in such a way that unauthorized persons cannot gain access to the information. The User must immediately notify Company if it is suspected that there has been unauthorized access to the User's login information or that an unauthorized person otherwise has logged into the Service in the User's name. The User is responsible for all reservations made using the User's login information if no such notification has been received. If Company suspects that the User is abusing his or her user account or login information or is in any other way violating the terms of the Agreement, Company is entitled to immediately suspend the User's membership indefinitely;
- (h) not lend, transfer or rent the Vehicle to any other person or company. The Vehicle must not be used for hire or reward, e.g. in a taxi or ride-sharing business or to transport persons and/or goods for payment of any kind;
- (i) for Volvo On Demand Car Sharing, under any circumstances disconnect the airbag on the passenger side in the Vehicle; or
- (j) allow anyone to undertake any work on the Vehicle without Company's prior written consent.

5.1.5. The User is at all times responsible for any property that the User keeps in the Vehicle, including but not limited to any property left in the Vehicle after the end of the reservation.

- 5.1.6. Pets are allowed in Vehicles/Vehicle types specified by Company and then only in accordance with the instructions from time to time set out in these General Terms and Conditions and/or the App. The pet must be put in a mesh cage to be located in the boot of the Vehicle during the entire journey and the User is responsible for ensuring that the pet is safe during the journey. If the pet is kept in any other space than the boot

or is not placed in a mesh cage or is kept in a Vehicle that does not allow pets, Company may charge the User a fee as set out in the Price List.

- 5.1.7. The User may allow another person who has successfully gone through the onboarding process of the Services and who has an active account for the Services (and hence is bound by these General Terms and Conditions) to drive the Vehicle (a “**Shared User**”). The User may further during a reservation share the electronic key provided through the App with such Shared User, which enables the Shared User to use the Vehicle during that specific reservation. The User shall be fully liable for any other person’s, including any Shared User’s, use of the Services in accordance with these General Terms and Conditions. The User may not allow another person to drive the Vehicle except as explicitly set out in this Section 5.1.7 or Section 5.1.8.
- 5.1.8. Vehicles may be used for practice driving provided that the instructor is a registered User and that all requirements for the practice driving under applicable laws and regulations (such requirements regarding permits, age etc.) are fulfilled. In case of practice driving, the User shall bring a sign for practice driving and any applicable documents, as required under applicable law.
- 5.1.9. Vehicles may only be driven in Scandinavia (Sweden, Norway and Denmark) and Finland (the “**Approved Countries**”) without Company’s approval being required. In case of trips outside of the Approved Countries, contacting and receiving prior written approval from Company is always required. In the event of breach of this provision, Company may charge the User a fee in accordance with the Price List.
- 5.1.10. If the Vehicle is brought outside of Sweden, Company’s ordinary service will not automatically apply. In the event of any issue with the Vehicle outside of Sweden, the User shall always contact Company to discuss how to solve the issue on a case-by-case basis.
- 5.1.11. In most countries other than Sweden, the fuel card in Volvo On Demand Car Sharing Vehicles will not apply. In such event, the User may pay for fuel/electric charging and car related goods with its own funds. Such expenses will be reimbursed by Company, provided that the original receipt is sent to Company no later than ten days after the completion of the reservation.
- 5.1.12. If a Vehicle is driven by a person not approved by Company in accordance with the Agreement and/or is driven outside of the Approved Countries without Company’s approval, Company cannot guarantee that the ordinary insurance terms, including excess reduction and excess elimination, will apply, in which case the User will be fully liable for any loss and damage occurred up to the actual amount.
- 5.1.13. Company is entitled to inspect the Vehicle during any active reservation to assure the Vehicle is undamaged or check whether there is a significant risk of a reduction in value over and above what would result from normal use. The User shall cooperate with and allow any such inspection.
- 5.1.14. Some Vehicles that are equipped with a heater can be preconditioned via the App. The User shall however not use such preconditioning (i) in unventilated spaces indoors (exhaust gases are emitted when the heater starts), (ii) in locations with combustible or flammable material nearby (fuel, gas, long grass, sawdust, etc. may ignite), or (iii) when there is a risk that the heater’s exhaust line may be blocked (for example, deep snow

under the front part of the car can obstruct the heater's ventilation). When preconditioning the Vehicle, the User shall further always follow the instructions from time to time provided in the App or otherwise.

- 5.1.15. In the event repairs, maintenance or wheel changes (including from winter to summer wheels and vice versa) are required during an active reservation, the User shall, if so instructed by Company, be responsible for taking the Vehicle to an authorized workshop in accordance with Company's instructions. The costs for such repair, maintenance or wheel change will be paid by Company. If the Vehicle needs to be in the workshop for more than a day, the User will receive compensation from Company in the form of a reduction of the fee for the reservation during such period. If the User fails to comply with Company's instructions under this Section 5.1.5, Company is entitled to terminate the reservation and retake possession of the Vehicle.

5.2. Traffic and Parking Regulations etc.

- 5.2.1. The User is responsible for any financial penalties for violation of traffic and parking regulations, e.g. unpaid parking fees, parking fines and speeding fines that may be incurred by Company as owner of the Vehicle. If the User does not pay any fines and/or fees occasioned by violations for which the User is responsible on time, and Company, as owner of the Vehicle, is forced to pay, Company is entitled, in addition to the sum of the fine, to charge the User an administration fee for each violation.
- 5.2.2. If the User wishes to appeal against a parking fee or a parking or speeding fine, the User must first pay the fine and then appeal directly to the relevant issuer of the fine.
- 5.2.3. The User may not park their own, or any other, vehicle in a parking space intended for a Vehicle. Company is entitled to impose a parking fine on the User if this parking ban is ignored and/or have the vehicle towed at User's expense.
- 5.2.4. During the reservation period, it is permitted for the User to park the Vehicle in the depot from where the Vehicle was picked up but not in any other of Company's depots.
- 5.2.5. If Company's parking spots at the Vehicle's depot are full when the User returns the Vehicle, the User may leave the Vehicle in another nearby parking spot. In any such event, the User shall contact Company and follow any instructions given by Company.

5.3. Damage Inspections and Liability for Damage to or Loss of Vehicles

- 5.3.1. The User is responsible to Company for ensuring that the Vehicle is not damaged or lost during an active reservation.
- 5.3.2. The conditions of the insurance policy from time to time communicated by Company shall apply to all active reservations. The User is responsible for reviewing the insurance policy documents, and being aware of any restrictions and exclusions which may apply. By using the Services, the User accepts the conditions of the insurance policy.
- 5.3.3. Upon pick-up of a Volvo On Demand Car Sharing or a Volvo On Demand Monthly Vehicle, the User is obliged, before starting the engine for the first time, to check the Vehicle for damage (including for smell of smoke) by comparing the damage log in the App with any damage to the actual Vehicle. If any damage (including smell of smoke) is discovered that has not been noted in the damage log before the Vehicle leaves the depot, the User must report it to Company immediately by posting a picture and description of the damage in the App as instructed by Company.

- 5.3.4. If a Vehicle is not checked for damage and/or new damage (including smell of smoke) is not reported before departure, the damage will be assumed as having occurred during the reservation period and the User will be responsible for paying for the damage unless the User can show that the damage was not caused by the User's negligence.
- 5.3.5. The User shall also carry out a damage inspection when returning Vehicle to check for any new damage that may have occurred during the reservation. If the Vehicle has new damage, see Section 5.3.9.
- 5.3.6. The User must observe and comply with the Vehicle's warning system and immediately, if possible, fix the problem, or promptly report any warnings to Company.
- 5.3.7. The concept of "**excess**" under these General Terms and Conditions means the part of the costs that the User is liable for in case of damage caused to the Vehicle or caused when driving the Vehicle. If Company's insurance, as decided by the insurance company, is not applicable, the User will be liable for the full damage actually caused (including but not limited to repair costs, transport to and from the repair shop, towing and, in some cases, downtime while the car is in the repair shop). If the Vehicle is incorrectly fueled, fuel costs will be charged.
- 5.3.8. The User agrees to be responsible for the cost of the excess for any damage occurring to the Vehicle, or the loss of the Vehicle, during an active reservation if such damage or loss was caused by the User's deliberate or fraudulent act or omission, abuse, negligence or any breach of the terms of the Agreement or, as the case may be, such act or omission by any other person driving the Vehicle. The User shall be free from any such responsibility if the damage or loss is due to defects on/in the Vehicle or if the User can show that the damage or loss was not caused by the User's deliberate or fraudulent act or omission, abuse, negligence or any breach of the terms of the Agreement or, as the case may be, such act or omission by any other person driving the Vehicle.
- 5.3.9. In the event of damage on or in the Vehicle or the loss of equipment associated with the Vehicle, such as but not limited to fuel cards, the User shall immediately contact Company. In the event of damage, the User shall immediately complete a damage report form and send it to Company. The damage report form can be provided via Company's customer care. If Company does not receive a damage report, the damage will be appraised based on information received, and the User may be charged for actual damage amount.
- 5.3.10. In the event of a collision with certain animals, the User is obliged to immediately file a police report. This obligation relates to moose, deer, stag, wild boar, bear, wolf, wolverine, lynx, otter, eagle and mouflon sheep.
- 5.3.11. In the event of theft of or break-in into the Vehicle, the User must immediately contact Company and file a theft report.
- 5.3.12. If the insurance company considers the User to be guilty of negligence or contributory negligence for damage caused to a third party or a third party's property, the User, in addition to any vehicle damage excess, will also be charged for the traffic insurance excess or subrogation for the third party's damage.
- 5.3.13. If the User negligently causes damage that makes the Vehicle unusable, the reservation will immediately be regarded as terminated, however the User will be charged the fee for the entire original reservation period. Company has no obligation to provide a

replacement vehicle, transport home for the User or for assisting with onward transport in such event.

- 5.3.14. If Company provides the service "Roadside Assistance", Company is responsible for costs incurred in connection with the use of the Services in the event the cost is attributable to faults for which Company is responsible, such as but not limited to electrical faults, engine failure, etc. Company is not responsible for faults attributable to the User's negligence, such as running out of fuel, uncharged electric car, incorrect fueling, driving into a ditch etc. If the fault is attributable to the User's negligence, the User can, at their own expense, make use of the "Roadside Assistance" service.
- 5.3.15. The User is obliged to fully indemnify Company for any losses or expenses, including defence expenses and attorney fees, related to claims from third parties that result from any damage, loss, injury or death caused by or in connection with the Vehicle or use of the same, and which is not solely the direct result of gross negligence on the part of Company.
- 5.3.16. There is an odometer installed in each Vehicle. The User shall not tamper with or alter the odometer. If the User damages the odometer or its content, the User will be liable for the cost of any such damage.

5.4. Returning and Fueling Vehicles

- 5.4.1. The User must return the Vehicle at the latest by the end of the reservation period.
- 5.4.2. For Volvo On Demand Car Sharing Reservations, the User can, at any time before the end of the reservation period, extend the reservation via the App or Company's customer care provided that the Vehicle is available for extension.
- 5.4.3. If the Vehicle is not returned by the end of the reservation period, this is considered late return. In the event of late return, the User will be charged in accordance with the applicable fee until actual return. Company shall further be entitled to charge an additional fee for late return in accordance with the Price List.
- 5.4.4. Company is entitled to suspend any User who exceeds the return deadline on more than one occasion with immediate effect.
- 5.4.5. Volvo On Demand Car Sharing Vehicles that runs on fuel shall be returned with at least a quarter tank of fuel and fully electric Volvo On Demand Car Sharing Vehicles shall be returned at least 10 percent charged. If the Vehicle is returned with less than a quarter tank or less than 10 percent charged, Company is entitled to charge an additional fee. Hybrid Volvo On Demand Car Sharing Vehicles do not have to be electrically charged before return.
- 5.4.6. Volvo On Demand Monthly Vehicles that runs on fuel shall be returned with a full tank of fuel and fully electric Volvo On Demand Monthly Vehicles shall be returned at least 80 percent charged. If the Vehicle is not sufficiently fueled or charged upon return, Company is entitled to charge for the missing fuel or charge plus an additional fee. Hybrid Volvo On Demand Car Monthly Vehicles does not have to be electrically charged before return.
- 5.4.7. Volvo On Demand Car Sharing Vehicles are equipped with a fuel card. If the fuel card's pin code (for the pin code, see information in the App) does not work for any reason, the User may use his or her own funds to refuel the Vehicle. In such event, the User

shall send the original receipt or scanned receipt to Company no later than ten days after the end of the reservation, and the User will be reimbursed for the actual amount paid by the User.

- 5.4.8. The User is obliged to refuel Volvo On Demand Car Sharing Vehicles that run on diesel or gasoline at the service station chain indicated on the fuel card and/or in the App and may not refuel the Vehicle at any other chain. Failure to observe this will result in deduction of an administration fee from any refunded expenses.
- 5.4.9. Fully electric Vehicles shall primarily be charged at the service station chain indicated on the fuel card and/or in the App. If no station in the relevant chain is available within a reasonable distance, the Vehicle may however be charged at another electric charging supplier. In such event, the User shall pay for the charging with his or her own funds and will be reimbursed by Company up to a certain amount per kWh (as communicated in the App and/or on Company's website from time to time). The original receipt or a photographed or scanned receipt must then be sent to Company no later than ten days after the end of the reservation.
- 5.4.10. A Volvo On Demand Car Sharing Vehicle's fuel card may not be used to pay for anything other than fuel, including but not limited to car-related products such as windshield washer fluid, engine oil and diesel exhaust fluid, for the Vehicle. The fuel card may further not be used to pay congestion charges, bridge tolls, parking fees, ferry charges, etc. Company is entitled, in addition to the total sum, to charge the User an administration fee in the event of any breach.
- 5.4.11. The User is obliged to refuel with the fuel indicated for the Vehicle in the App and stated on the fuel cap and/or on the instrument panel.
- 5.4.12. If the User during a Volvo On Demand Car Sharing reservation needs to refill consumables such as windshield washer fluid, the User shall make such purchase with his or her own funds and will be reimbursed by Company. In such event the original receipt or a photographed or scanned receipt should be sent to Company no later than ten days after the end of the reservation.
- 5.4.13. If the User during a Volvo On Demand Monthly reservation needs to refill consumables such as windshield washer fluid, the User shall make such purchase with his or her own funds without any right to remuneration.
- 5.4.14. After use, the User must return the Vehicle to the depot where it was picked up at a parking spot belonging to Company or such other location specifically agreed with Company. If the Vehicle is not returned accordingly, an additional fee and, if necessary, any cost for transporting the Vehicle to the correct location will be charged.
- 5.4.15. The User is entitled to return the Vehicle before the end of the reservation period, but will in such event be charged for the entire original reservation period.
- 5.4.16. On return, the Vehicle must be left in the same condition as when it was picked up, apart from any normal external soiling. The User shall remove all waste, trash and rubbish from the Vehicle.
- 5.4.17. If the Vehicle is returned excessively dirty or is left untidy inside, the User will be charged a fee. If the Vehicle needs to be cleaned because the User has had animals in the Vehicle, has smoked, someone has vomited or spilled liquids, etc., the full cost for cleaning, reconditioning, lost leasing revenue, etc. will be charged.

- 5.4.18. The User is obliged to ensure that the Vehicle is locked at the end of the reservation. If the Vehicle cannot be locked, Company must be contacted immediately.

6. PRICES AND FEES

6.1. General Provisions

- 6.1.1. For their use of the Services, Users can choose between different membership plans with and without a fixed monthly fee. In addition, Users will be charged a variable fee per reservation as well as, as applicable, additional fees in accordance with Section 6.1.2 - 6.1.4. For business use, the prices agreed between Company and the relevant customer shall apply.
- 6.1.2. Loss or damage of any property belonging to Company caused by the User will be charged to User and the User shall pay Company to reimburse such loss.
- 6.1.3. In case of events such as late return, unlocked Vehicle, incorrectly fueled Vehicle, insufficiently fueled Vehicle, abnormally soiled Vehicle, lost keys etc. additional fees may be charged in accordance with the Price List.
- 6.1.4. If the User breaches these General Terms and Conditions and Company's actual loss exceeds the fees payable under, or is not covered by, the Price List, Company shall be entitled to compensation with an amount corresponding to the actual loss.
- 6.1.5. All amounts are in SEK.

6.2. Volvo On Demand Car Sharing

- 6.2.1. In connection with a Volvo On Demand Car Sharing reservation, an estimate of the variable fee for the reservation is provided based on the price applicable at the time of the reservation and the duration of the reservation, however not including driving distance. The final variable fee for the reservation will be determined at the end of the reservation based on driving distance and the chosen insurance solution. If the reservation is extended, the variable fee (including the fee for the chosen insurance solution) will be adjusted accordingly. If the User changes membership plan between the time of the reservation and the end of the reservation, the prices according to the membership plan that the user has at the end of the reservation will apply.
- 6.2.2. Fuel (for petrol and diesel Vehicles (including hybrids)) and electric charging (for fully electric Vehicles) is included in the price. .
- 6.2.3. Insurance excess reduction is included in the price. The User may choose to remove the excess reduction by contacting Company's customer care
- 6.2.4. Subject to payment of an additional fee, the User may further choose to have full excess elimination.
- 6.2.5. Information regarding excess costs is set out in the Price List. If Company's insurance, as decided by the insurance company, is not applicable, the User will however be liable for the full damage actually caused, regardless of whether the User has chosen excess elimination or not.
- 6.2.6. Congestion charges and bridge tolls in Sweden are included in the price. Tolls for the Öresund Bridge are however not included in the price. Company is entitled to charge the User for the cost of any congestion charges and bridge tolls not included in the price

(for instance such charges in other countries than Sweden) as well as an administration fee.

- 6.2.7. The User may cancel or shorten a reservation at any time until four hours before the reserved start time at no charge. If the User cancels or shortens the reservation later than four hours before the reserved start time (but before the actual reserved start time), the User will be charged 50 percent of the fee for the cancelled part of the reservation. If the User has not cancelled or shortened the reservation by the reserved start time, the reservation will be charged in full. The above does not apply if a shorter cancellation time is set out in the App.
- 6.2.8. If a reservation or extension of a reservation is made through Company's customer care, Company may charge the User an administrative fee.
- 6.2.9. The User will pay the fee for the entire period that a Vehicle is reserved, even if the reservation is terminated before the scheduled end time, if not otherwise stated in the App. If the reservation commences before the reserved start time, the fee will be paid as from the actual start time.

6.3. Volvo On Demand Monthly

- 6.3.1. For the Volvo On Demand Monthly reservations, the variable fee consist of a fixed fee per 30-day period which is determined and communicated at the time the reservation is made and which includes fixed number of kilometres per month (as will be set out in the App at the time of the reservation). If the included number of kilometres is exceeded, a fixed fee per kilometre (as will be set out in the App at the time of the reservation) will be added.
- 6.3.2. Fuel and electric charging is not included in the price for Volvo On Demand Monthly reservations and shall be paid by the User.
- 6.3.3. Insurance excess reduction is included in the price. The User may choose to remove the excess reduction by contacting Company's customer care.
- 6.3.4. The User may only choose insurance excess elimination for Volvo On Demand Monthly reservations if such option is available in the App at the time of the reservation.
- 6.3.5. Information regarding excess costs is set out in the Price List. If Company's insurance, as decided by the insurance company, is not applicable, the User will however be liable for the full damage actually caused.
- 6.3.6. Congestion charges and bridge tolls are not included in the price and will be charged separately.
- 6.3.7. The User may cancel a reservation at any time until four hours before the reserved start time at no charge. If the User cancels the reservation later than four hours before the reserved start time (but before the actual reserved start time), the User will be charged 50 percent of the fee for the reservation. If the User has not cancelled the reservation at the latest 30 minutes before the reserved start time, the reservation will be charged in full. The above does not apply if a shorter cancellation time is set out in the App.
- 6.3.8. If a reservation or extension of a reservation is made through Company's customer care, Company may charge the User an administrative fee.

- 6.3.9. The User will pay the fee for the entire period that a Vehicle is reserved, even if the reservation is terminated before the scheduled end time, if not otherwise stated in the App.

7. PAYMENT TERMS

- 7.1. Any fees payable for the User's use of the Services will be paid by charging of the payment card that the User has registered for the Services.
- 7.2. Prepaid payment cards are not accepted as payment method.
- 7.3. Any fixed membership fee will be charged upon activation of the User's membership and then monthly in advance.
- 7.4. Any fees for use of Volvo On Demand Car Sharing not included in the membership fee (such as any variable reservation fee) will be charged after the end of each reservation. Company may further reserve an amount corresponding to the variable fee for the reservation on the User's payment card in connection with the start of the reservation.
- 7.5. The variable reservation fee for Volvo On Demand Monthly reservations will be charged 30 minutes before the start of the reservation and upon each monthly renewal of the reservation.
- 7.6. Additional fees payable in accordance with the Price List, such as fees in case of late return, smoking, unpaid parking fees, parking tickets etc., as well as unauthorized payment made with the Vehicle's fuel card, will be charged by way of payment card payment in arrears.
- 7.7. By approving these General Terms and Conditions, the Users authorizes Company to charge the payment card registered for the Services for all fees that the User is obliged to pay for or in connection with its use of the Services.
- 7.8. Payment of the variable reservation fee may also be made by exercising credits issued by Company ("Credits"). Any available Credits held by the User will automatically be used as payment for the upcoming reservation and any remaining part of the fee for the reservation will be paid by way of charging the User's payment card.
- 7.9. If the User holds both Credits and percentage-based discounts, the Credit will be used as payment before the percentage-based discount is applied. If the user holds several percentage-based discounts, only the discount with the highest percentage will be applied.
- 7.10. In case of non-payment, Company reserves the right to invoice the User by way of paper invoice to the User's postal address. In the event of invoice, the payment terms shall be 15 days net. An extra fee may be charged for a paper invoice.
- 7.11. If the User does not pay any fee by its due date, a reminder fee will be payable. If payment is not made following a late payment reminder, Company reserves the right to turn the matter over for debt collection.

8. PERSONAL DATA AND COMMUNICATION

- 8.1. Company processes the User's personal data in accordance with Company's privacy policy for the Services, which can be found in the App and on Company's website <http://www.volvocars.com/en-se/on-demand>.

- 8.2. Some Vehicles are equipped with an infotainment provided by Google that comes with a pre-installed Google profile belonging to Company. It is not allowed to log out the existing profile and log in with another profile or to download any apps to the infotainment system.
- 8.3. If the User's name, address, telephone/mobile number, e-mail address or payment information changes during the term of the Agreement, the User is responsible for immediately updating its user profile. The User is solely responsible for ensuring such update occurs.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1. All intellectual property rights in and to the contents of the Services (including but not limited to the App) are Company's or its affiliates' or licensors' exclusive property. Unless these General Terms and Conditions otherwise allow, the User is not granted any rights in or to such intellectual property rights.
- 9.2. Company hereby provides the User with a licence to use the App and the content of the Services. This licence, including any intellectual property rights, is non-exclusive and non-transferable. The licence may only be used for the purposes and in accordance with the usage restrictions specified in these General Terms and Conditions.
- 9.3. The Services and the App may contain links to third party websites or resources. Such links are provided only as a convenience for the User and Company is not responsible for the content, products or services on or available from such websites or resources or links displayed on such sites. The inclusion of any link does not imply endorsement by Company of the site. Use of any such linked website is at the User's own risk. The User acknowledge sole responsibility for, and assume all risk arising from, its use of any third party websites or resources.

10. CONTACT AND MESSAGES

- 10.1. User agrees that information from Company to the User may be provided via e-mail, telephone, SMS or through the App.

11. LIMITATION OF LIABILITY

- 11.1. Company is not liable for compensation for incidental, consequential or indirect losses or damages such as loss of income under any circumstance.

12. FORCE MAJEURE

- 12.1. Company shall be relieved from liability for a failure to perform any of its obligations under the Agreement during such period and to the extent that the due performance is prevented by reason of any circumstance beyond the control of Company, including natural disasters, war, government restrictions and embargoes, provided Company is without fault and the default or delay could not have been prevented or avoided by reasonable precaution.

13. AGREEMENT AMENDMENT

- 13.1. Company is entitled to amend these General Terms and Conditions during the term of the Agreement. In the event of a major change, Company will always inform the User by

making the information available at least two weeks before the intended change enters into effect.

- 13.2. Company is entitled to from time to time change the fees for the Services. In the event of a change of the fees for a membership plan with a fixed membership fee which causes a price increase for the User, based on the User's membership plan, Company will always inform the User by making the information at least 45 days before the price change.
- 13.3. The User is obliged to continuously visit the App to keep itself up to date with any changes to fees, agreement terms and user instructions.
- 13.4. Company is entitled to assign the Agreement to another company in its group.

14. TERM AND TERMINATION

- 14.1. The Agreement is valid until further notice.
- 14.2. The User's membership for the Services can be terminated by the User at any time by giving notice to Company, for instance in the App.
- 14.3. In the event of termination of a membership plan for which a fixed membership fee is paid, the membership will terminate upon the next date that the fixed membership fee otherwise should have been paid, however no longer than one month following the User's notice of termination. The User can reserve and make use of Vehicles in the Services during such notice period. If the User's membership does not have a fixed membership fee, the membership will terminate immediately. In the event of termination of a membership plan for which no fixed membership fee is paid, the membership will terminate with immediate effect.
- 14.4. In the event of a change from a membership plan to a membership plan with a higher fixed membership fee, the change will enter into effect immediately.
- 14.5. In the event of a change from a membership plan to a membership plan with a lower fixed membership fee (or no fixed membership fee), the change will enter into effect upon the next date that the fixed membership fee of the previous membership otherwise should have been paid.
- 14.6. Following termination of the User's membership, the User may at any time re-apply for membership.
- 14.7. Company applies a legally mandated 14-day cooling-off period from the date when the account is registered in the App. If the User wishes to cancel his or her membership, the User must inform Company via help@volvocarmobility.com no later than 14 days after the registration date. When cancelling a membership according to this provision, the User may use a standard cancellation form available [here](#). The right to cancel will cease to apply upon the completion of any reservation through the Services.

15. COMPANY'S RIGHT OF TERMINATION, SUSPENSION AND REPOSSESSION

- 15.1. Company is entitled to terminate the Agreement with immediate effect or, as decided by Company at its sole discretion, suspend the User's access to and use of the Services, whereupon all debts must be immediately settled, if:
 - (a) the User materially or on more than one occasion breaches the terms of the Agreement;

- (b) a credit report shows that the User has a record of non-payment or Company otherwise, acting reasonably, has reason to believe that the User does lack ability to pay;
 - (c) the User does not pay the fixed membership fee, in which case Company will suspend the User's access to and use of the Services immediately;
 - (d) the User does not fulfil any other payment obligation to Company and does not pay within a set time after a reminder has been sent to the User;
 - (e) the Vehicle is subjected to abnormal use or mismanagement;
 - (f) the User provides inaccurate or incorrect information;
 - (g) the User, without Company's permission, has driven or attempted to drive the Vehicle outside the permitted area;
 - (h) the User, on more than one occasion and after reminder from Company, does not return the Vehicle on time;
 - (i) the User, in the opinion of Company, has acted unpleasantly towards or threatened Company's personnel; or
 - (j) the User otherwise breaches a provision of the Agreement or any user instructions issued by Company or otherwise misuses the Services.
- 15.2. If Company terminates the Agreement, Company is entitled to take necessary measures to repossess the Vehicle with immediate effect. Company is entitled to call the police, customs or other authority that acts in Company's interest and is entitled to seize and detain the Vehicle.
- 15.3. The User is responsible for all costs incurred by Company if the User drives or tries to drive the Vehicle illegally outside the permitted area or such area that Company has approved in writing.
- 15.4. In the event of a breakdown due to traffic or vehicle damage which prevents continued travel or if the Vehicle is stolen, the reservation is terminated after the User has contacted Company and, for theft, after a police report has been filed.

16. DISPUTES

- 16.1. If a dispute cannot be resolved with Company's customer care, the User, if a consumer, shall submit the complaint to ARN (Sw. The National Board for Consumer Disputes). More information regarding ARN is available on www.arn.se.
- 16.2. Disputes concerning the interpretation or application of the Agreement and/or these General Terms and Conditions shall be resolved in accordance with the laws of Sweden and settled as determined under section 16.1, above, or ultimately by the general courts of Sweden.
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PRICE LIST – OTHER FEES

All prices are per occasion unless otherwise stated and including VAT.

Volvo On Demand Car Sharing late return (up to 60 minutes) – up to SEK 200

Additional costs for compensation and extra costs for other affected users may be charged.

Volvo On Demand Car Sharing late return (60 minutes or more) – up to SEK 500

Additional costs for compensation and extra costs for other affected users may be charged.

Volvo On Demand Monthly late return – SEK 895 per started day

Additional costs for compensation and extra costs for other affected users may be charged.

Driving outside the permitted territory – SEK 2,500

The Vehicle is driven outside of Sweden, Norway, Denmark and Finland without prior approval from Company. If the Vehicle, for any reason, needs to be transported back to Sweden, Company, in addition to the fixed fee, is entitled to charge the User for the actual costs for such transportation.

Returning the Vehicle in the wrong city – SEK 2,500

The Vehicle is returned in another city than the city of the Vehicle's home depot. If the Vehicle, for any reason, needs to be transported back to the correct city, Company, in addition to the fixed fee, is entitled to charge the User for the actual costs for such transportation.

Congestion charges and bridge tolls (including tolls for the Öresund Bridge) outside Sweden – Actual cost plus SEK 250 in administration fee

Parking fees/parking tickets/parking fines – Actual cost plus SEK 250 in administration fee

Incorrectly parked Vehicle – Actual cost of fine plus SEK 500 in administration fee
Or returned to wrong depot or a parking spot not belonging to Company

Insufficiently fueled Volvo On Demand Car Sharing Vehicle – SEK 200

Insufficiently fueled or charged Volvo On Demand Monthly Vehicle – SEK 1,500

Uncleaned/heavily soiled Vehicle – up to SEK 1,500 plus any additional costs for reconditioning

Animal in Vehicle other than as permitted under Section 5.1.6 – SEK 1,500

Speeding – Actual cost of fine plus SEK 250 in administration fee

Smoking in Vehicle - SEK 2,500

Lost fuel card – SEK 200

Lost parking pass – SEK 200

Returned Vehicle without connecting charging cable – SEK 200

Lost charging cable –SEK 3,000

Refuelling at another service station chain than instructed – SEK 250



COSTS/EXCESSES FOR DAMAGE INCL. VAT

With excess reduction and, respectively, excess elimination, the Vehicle's insurance excess is reduced as set out in the table below. The insurance policy is sold by Trygg-Hansa and the insurance agreement is with Trygg-Hansa Försäkring filial (reg. no 516403-8662). For more detailed information and terms, see <https://www.trygghansa.se/samarbeten/volvo-on-demand>.

Damage to Vehicle

Full excess – SEK 12,000

Excess reduction –SEK 7,000

Excess elimination –SEK 0

Traffic damages (damage to other property)

Full excess – SEK 5,000

Excess reduction –SEK 4,000

Excess elimination –SEK 0

Vehicle stolen with the App

Full excess – SEK 100,000

Excess reduction –SEK 100,000

Excess elimination –SEK 100,000

ALLOWED DRIVER'S LICENCES

Aland Islands
Andorra
Australia
Austria
Belgium
Bulgaria
Canada
Croatia
Cyprus
Czech Republic
Denmark
Estonia
Faroe Islands
Finland
France
Germany
Gibraltar
Greece
Greenland
Grenada
Guernsey
Hungary
Iceland
India
Ireland
Isle of Man

Italy
Jersey
Latvia
Lichtenstein

Lithuania
Luxembourg
Malta
Monaco
Netherlands
New Zealand
Norway
Poland
Portugal
Romania
San Marino
Slovakia
Slovenia
Spain
Sweden
Switzerland
Ukraine
United Kingdom
United States
