



Subscription Agreement

- Between: 1. **The Subscriber**, in accordance with his details, prescribed in the second page to this Agreement.
And: 2. **Car2Go Ltd.**, Private Co. No. 514145036
13 Idelson St., Tel-Aviv, Tel. 1700-706-700 (Hereinafter: "The Company")
And: 3. **Shagrir Systems Ltd.**, Private Co. No. 511767832 (Hereinafter: "Shagrir")
And: 4. **Suntours Car Rental Ltd.**, Private Co. No. 510759582 (Hereinafter: "Sun Car")
(Shagrir or Sun Car, as the case permits, hereinafter: "The Car Rental Company ")

1. General

- 1.1 The preamble to this Agreement and the appendices hereof, constitute an integral and inseparable part thereof.
1.2 All headings to this Agreement, including the sub-headings, are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.
1.3 In this Agreement, all references to the singular shall include the plural and vice-versa, all references to the masculine shall include the feminine and vice-versa and all references to a person shall include all corporations and any other legal entity. All as context shall require.
1.4 In this Agreement, the terms hereunder shall have the following meanings and/or interpretations, unless explicitly stated otherwise:
1.4.1 **Agreement Documents**: this Agreement, including its appendices as detailed in Section 2 hereunder.
1.4.2 **Subscriber**: an applicant whose details appear in the preamble to this Agreement and in the Subscription Application Form, whose eligibility for the Services has been approved by the Company.
1.4.3 **Subscriber Card**: a card that shall be purchased by the Subscriber, which will enable provision of the Services.
1.4.4 **The Car**: a vehicle that is designated for the Subscriber's use, in accordance with the Service Plan selected by the Subscriber and subject to the provisions of this Agreement.
1.4.5 **The Website**: the Company's website, whose electronic address is: www.car2go.co.il, or as shall be modified from time to time.
1.4.6 **Subscribers' Charter**: A document specifying the terms and conditions for receiving the Services, as shall be set forth from time to time. The most up-to-date version of the Subscribers' Charter is enclosed herewith as **Appendix-B**. In addition, the most up-to-date version of the Subscribers' Charter is published on the Website.
1.4.7 **User Manual**: A manual designated for the use of the Subscriber, which determines the Subscriber's obligation regarding the use of the cars and the Service, as shall be set forth from time to time. The most up-to-date version of the User Manual is enclosed herewith as **Appendix-C**. In addition, the most up-to-date version of the User Manual is published on the Website.
1.4.8 **Service Plan**: the price, the terms of the deductible, the type of car and the terms of payment for the Service, as prescribed in the Service Plan Appendix, enclosed herewith as **Appendix-D**.
1.4.9 **The Period of Use of Service**: a period that starts when beginning to use the car and ends when concluding to use the car, as prescribed in the provisions of this Agreement.
1.4.10 **The Service/Services**: rent on an hourly basis of Sun Car or Shagrir vehicles, according to the type of vehicle requested by the Subscriber, via the System and the Subscriber's Card.
1.4.11 **Car Service Manual**: a user manual for the Car; the manual shall be located in the glove compartment of the Car.
1.4.12 **System**: a computerized system which, via use of the Subscriber's Card, records the actual number of hours the Subscriber rented the Car for, from which debit of the Subscriber is derived, subject to the Service Plan he is subscribed to.
2. **Appendices**: All of the appendices specified hereunder constitute an integral and inseparable part of this Agreement, notwithstanding whether or not they are enclosed hereof:
2.1 Subscription Form **Appendix-A** (on the Company's Website - "New User").
2.2 Subscribers' Charter - **Appendix-B** (on the Company's Website - navigation bar at the bottom of the page).
2.3 User Manual - **Appendix-C** (on the Company's Website - navigation bar at the bottom of the page).
2.4 Service Plan (prices, subscription fees and subscriber fees) - **Appendix-D** (on the Company's Website - "how much does it cost").
2.5 Examination Form - **Appendix-E** (in the glove compartment of the Car).
2.6 Car Service Manual - **Appendix-F** (in the glove compartment of the Car).
3. **Prioritization of Appendices**:
It is hereby agreed that, in any case of contradiction or ambiguity between the Agreement Documents (among themselves or with any other provision), the more stringent/comprehensive provision shall prevail, at to the exclusive discretion of the Company, which the Subscriber obliges to fulfill. In any case of contradiction or ambiguity, the Subscriber shall refer to the Company and the Company shall inform him and dictate the binding priority.
4. **Substance of Contractual Relations**:
4.1 This Agreement constitutes an agreement for subscription to a car sharing Service, i.e. car rent on an hourly basis, offered by Sun Car or Shagrir, by which the car is requested by the Subscriber and marketed by the Company.
4.2 The Service Plan shall be determined at the Subscriber's discretion, pursuant to the provisions of the Subscription Form, enclosed herewith as Appendix-A.
4.3 The Services shall be provided in accordance with the provisions of this Agreement and its appendices, for the consideration prescribed in the Service Plan appendix, enclosed herewith as Appendix-D.
4.4 Any deviation of the Subscriber from the provisions of this Agreement shall constitute a fundamental breach of this Agreement, which will in turn entitle the Company, among others, to terminate this Agreement, without derogating from all other statutory rights at the disposal of the Company.
5. **Period of Agreement**:
5.1 The period of this Agreement shall be in accordance with the period stated in the Subscription Form.
5.2 Conclusion of the Period of Agreement by the Subscriber, prior to the date of termination specified in the Subscription Form, shall be performed one month in advance by way of furnishing the Company a written notice thereof. The said clause shall not apply to a Subscriber with a commitment for a certain period of agreement. In the event of a commitment for a certain period, the Subscriber shall not be granted the possibility of terminating the Agreement prior to completion of commitment thereof.
5.3 It is hereby clarified that termination of contractual relations shall come into effect after 30 days of the abovementioned notice being received at the Company's offices, and it shall not apply to Services rendered prior to receiving the notice and/or during the period of notice.
5.4 The Company reserves the right to terminate its contractual relations with the Subscriber, pursuant to this Agreement, at any given time and without prior notice.
5.5 Upon termination of contractual relations for any given reason, the Subscriber shall return the Subscriber's Card to the Company.
6. **Consideration for the Services and Mode of Payment**:
As set forth in the Service Plan Form (Appendix-D).

Sig (-) _____



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7. **Miscellaneous:**

- 7.1 Notices on any subject and matter shall be sent to the address prescribed in the Subscription Form.
- 7.2 The Company reserves the right to perform any modification to the Agreement or its appendices, while furnishing a prior written notice to the Subscriber 14 days in advance, respective of the Company's exclusive discretion.
- 7.3 The Company's records and system data shall constitute conclusive evidence in any event of controversies regarding orders, etc.
- 7.4 The illegitimacy of one clause in this Agreement shall not suffice to terminate the entire Agreement.
- 7.5 In the event where a fine or a penalty, due to non-fulfillment of a given clause in this Agreement, is not imposed on the Subscriber, it shall not constitute consent by conduct and/or waiver of the Company regarding fulfillment of all other clauses of the Agreement.
- 7.6 This Agreement is personal and cannot in any way be transferred by the Subscriber. The Company shall be entitled to transfer its rights and duties, pursuant to this Agreement, to any other third party at its exclusive discretion, and the Subscriber hereby waives any claim in this regard.
- 7.7 The authorized court in Tel-Aviv – Jaffa shall have exclusive jurisdiction in all matters pertaining to this Agreement.
- 7.8 In any event of contradiction between the Hebrew version and the English version of this Agreement, as translated by the Company, the Hebrew version shall prevail and have binding effect.
- 7.9 By affixing my signature to this Agreement for subscription to the Services of Car2go, I hereby give my consent to receive marketing information, updates and advertisements in relation to the Services provided by Car2go, which are rendered to me pursuant to this Subscription Agreement, by way of email/SMS/letter and respective of the details I have provided hereinabove. I am aware that at any point, I can request that CAR2GO stops sending the aforementioned marketing information.

Standing Order for Payment by Credit Card:

To: Car2go Ltd. ("The Company")

1. I the undersigned hereby authorize you to debit my credit card, whose details are specified hereunder ("**Credit Card**"), by the amounts I shall be obliged to pay at the conventional dates for my purchases/obligations, etc. The above said debit shall be carried out by way of your furnishing a demand of payment to the credit card company ("**The Issuer**") in proximity to the date of payment, as you have determined subject to the provisions of law.
2. Every debit that shall be executed pursuant to this standing order shall be deemed as having been executed under my notice and consent.
3. This voucher has been signed by me without stating the number of installments and their amounts, since I have authorized the Company to pass the Issuer debits from time to time, in accordance with the details the Company shall furnish the Issuer.
4. This standing order shall expire by way of a notice furnished to the Company.
5. I acknowledge that I may revoke this standing order by furnishing a written notice to you, and that such notice shall come into effect after 30 days of its receipt by you, and that it shall not apply to the debits executed prior to the date of my notice coming into effect. Furthermore, I acknowledge that the termination of this standing order is stipulated by and subject to the agreements between us.
6. This authorization shall also remain in effect for debiting a credit card that shall be issued and carries a different number, to substitute the Credit Card whose number is stated on this form.
7. I acknowledge that debit of the Credit Card shall continue insofar as the Issuer shall not notify you otherwise.
8. In the event of a notice to the Issuer regarding dishonor of the credit card, I hereby undertake the obligation of updating you with the details of the alternative card and paying off all the payments duly.

Personal Details:

Full Name

I.D./Drivers License #

Address

Mobile Phone #

Email Address

Password (4-7 characters)

Credit Card Details: (please ensure that the credit card belongs to the Subscriber)

Credit Card Number

Expiry

Service Plan Selection: _____

(Please choose the Service Plan that best suits your requirements)

Participation Cancellation Fee: Yes / No

(An exemption from paying the deductible – Add. fee)

How did you hear about us: _____

Would you like to receive invoices? Yes / no

The name of whom? _____

I hereby confirm the above-mentioned in this Agreement

Sig. (-) _____
Signature

Date (dd/mm/yyyy)



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