

General Terms and Conditions of m-broker mobility worldwide Ltd.

1. Brokerage

m-broker.de acts as a broker of rental cars world-wide for different car rental companies. Usually the confirmation of the vehicle reservation is made immediately by m-broker. Only in exceptional cases (e.g. one-way rentals and extras) the car rental company must be inquired. After reservation confirmation and payment the customer receives a voucher by e-mail which the customer must present to the local partner. The rental agreement is concluded directly between the client and the local partner depending on the different conditions of the car rental company. Please consider the information on the voucher as well as the Terms of Hire of the car rental company.

2. Inclusive Services

Our prices usually include unlimited mileage, insurance (see point insurance), airport fee and –supply as well as all local taxes (as far as possible, for example some car rental companies do not allow to exclude the permission fee). Please consider the additional information on the voucher concerning the individual countries, since to some destinations deviating conditions can apply. Payment of all extras plus local taxes applies locally.

3. Procedure

You reserve your rental car online on our website and receive your voucher by e-mail. The voucher serves as local currency i.e. you receive your car by handing out the voucher to our local partner.

4. Rental Agreement

Locally you conclude a rental agreement with the local car rental company. Please read the rental agreement carefully and keep a copy. One rental day is always considered 24 hours. You will be charged an additional day to the local tariff when exceeding the foreseen rental period.

5. Payment

Payment must be done by credit card. M-broker shall charge the amount immediately after reservation. M-broker reserves itself the right to accomplish occasionally security checks-including inquiries of the responsible inhabitant reporting register-in order to work against credit card abuse. You can be requested to send to m-broker a proof of your address and a copy of the credit card by fax or post before the voucher is issued.

6. Deposit

When taking over the car you have to leave a deposit. Most car rental companies only accept credit cards. Usually the deposit computes itself by the rental price plus equivalent of a tank filling plus height of the possible self participation in the case of damage. Partly the car hire companies require the deposit in national currency.

7. Car Category

Reservations and confirmations apply to the booked category never to a certain model. The car rental companies maintain vehicle fleets with several models of comparable size and equipment. Therefore, they reserve the right to provide an equivalent vehicle or one of higher quality.

8. Pick up and Return of the Car

Already at the time of reservation you specify when and at which station of the car rental company you pick up and return the car. The flight number is mandatory when picking up the car at the airport. We need the indication of the flight number and the prospective arrival time so that our local partner will maintain the reservation in case of flight delays. When picking up the car at the downtown office the indication of the pick up time is sufficient. At pick up time please check the car for possible damage

and let it be confirmed on the rental agreement in order to insure a smooth return of the rental car. If the vehicle does not correspond to your desires or in case of damage please lodge a complaint immediately with your local partner when picking up the car. Otherwise you shall lose warranty laws. Repairs at the vehicle may be accomplished only with the agreement of the local car rental company.

9. Hotel Delivery

Either this service is included in our rates or depending on the local partner, on the opening hours and on the distance of the supplying rental station – offered against fee. The indication of the hotel name and hotel place is absolutely necessary at the time of reservation. The delivery time can only be approximately agreed upon, e.g. with a tolerance of up to 60 minutes.

10. Insurance Benefits

The insurance fees and performance differ per car rental company and destination. Please note at any case the regulations of the rental agreement which are binding in each case by the conclusion of the local contract. It shall apply that without official damage assessment by the police the insurance benefits included in the rental agreement cannot be claimed. Basic condition for the demand of insurance benefits is that the use of the rental car does not offend against the regulations in the rental agreement (e.g. driving without being registered in the rental agreement, without valid driving license or under influence of alcohol). Principally enclosed in the renting prices of m-broker is liability insurance, at least with the covering sums prescribed legally in the respective renting country and collision damage waiver. Collision damage waiver never covers damage to tyres, rims, glass, under coverage and roof; TP=theft protection. The theft protection covers only the vehicle and does not refer to any items left within. Locally you can conclude additional insurances for example a passenger accident insurance (PAI). The fees for this exclusively depend on the tariffs of the respective car rental company. Refunding from any locally concluded additional insurances and extended coverage by m-broker is impossible. In case of an accident the insured person is obligated to announce the damage immediately or at the latest, however, on the subsequent day.

11. Tank Regulations

Please notice carefully the tank regulations in the rental agreement of the car rental company.

12. Driving License

The driver or the additional driver must have held a valid driver's license (Class III, B) for at least one year (in some cases up to three years). At time of pick up the driver must also show a valid passport/identity card together with the driver's license.

13. Additional Driver

With some car rental companies the additional driver fee is already included in the prices, whereas other car rental companies will charge the client locally for the fee which applies per day and additional driver plus taxes. Anyway the additional driver must be registered in the rental agreement to ensure the insurance benefit.

14. One Way Rentals

In most countries and regions one way rentals are possible without any problems but they must be requested and confirmed by the reservation team at time of booking. You can ask the m-broker team for the costs. Not all vehicles are permitted for one way rentals or are bound to a minimum rental period. Possible costs will apply locally.

15. Cross Border Policy

The entry into other countries with the rental car must be requested at the time of booking and must be confirmed by the respective car rental company. Border crossing is often restricted and/or additional insurance fees apply locally.

16. Extras

Special equipment like snow chains, child seats or similar should already be announced at the time of reservation. This special equipment will be remarked in the booking without obligation. These fees for special equipment have to be paid locally and in the respective national currency.

17. Customer Service

In case you should have any problems which did not happen due to your fault please contact m-broker immediately by phone or by e-mail. Or just contact the local car rental company which will contact us immediately.

18. Change of Reservation

Changes of the reservation must be made through m-broker at least 24 hours before pick up. They obtain validity through the reconfirmation by m-broker. We can only accomplish changes according to the respective availability of the car group. M-broker must be informed about all changes concerning the car rental booking (like flight details, arrival time). Otherwise we cannot guarantee that the car will be ready to pick up. Changes of the reservation after pick up (e.g. extension of the rental period, change of the return station) are to be clarified directly with m-broker. We try to arrange the extension with the local rental car company. If the extension is agreed upon locally you are not entitled to our favourable rates and the car rental company may charge the respective local tariff. In case the rental period is shortened or a smaller car category is rented no reimbursement shall take place. This is also the case when the rental car will be picked up belated, returned earlier or will not be picked up at all (no show). If you choose a higher car group or in case the rental period is extended the surplus amount will be charged to your credit card. Arrangements with the car rental company can not be considered by m-broker.

19. Cancellation

We recommend to you to conclude our favourable travel cancellation insurance for EUR 4.50 per starting week. It is covering all cancellation costs until the reserved pick up time even if your cancellation is without giving any reasons. The cancellation must be done in written form within the opening hours of the m-broker Ltd. The cancellation fee amounts up to EUR 40.- if the cancellation has been done at least 24 hours before the pick up time. From 24 hours and less the cancellation fee amounts up to EUR 85.-. You reserve the right to prove lesser or no damage.

20. Utilization of the Website

The users may use the website only for their own use. The performance which is provided through the website may not be sold or passed on to a Third Party. This website shall exclusively be used in a legal permitted manner as well as according to contract especially under observance of the General Terms and Conditions. In particular the following applies:

- a) You are financially responsible for all actions which are made under your name or your account on the website as far as your log in data is used and you have passed it on to a Third Party and/or you have not protected it against unauthorized usage.
- b) The user must be at least 18 years old and of full legal capacity.
- c) You assert that all given information about your person or fellow travellers is correct.
- d) The website may not be used for speculation purposes or false and fraudulent reservations.
- e) Threats, duress, defamations as well as the transmission of pornographic, racist or in another way somehow illegal material are expressly forbidden.
- f) The website and its contents may not be changed, multiplied, passed on, sold, published or transferred in any kind by the user. However, it is permitted to make a single copy of the page for your private, non-commercial use. The user engages himself/herself to free m-broker, its connected companies, its partner companies and its co-workers from any claims of a Third Party (including appropriate costs of legal measures) which are based on a usage not according to contract, an abusive usage or some other unlawful usage of the website and its contents through the user.

21. Blockage of Access to the Website

m-broker reserves the right to block the access to the website and/or to the online service due to an important reason anytime; especially in case of violation of the user conditions.

22. Copyright and Trademark

m-broker is the owner of the copyright and of all other protection rights on the website and its content. Only m-broker and all companies connected with m-broker are entitled to all the contents unless the ownership of a Third Party is specially marked. The term m-broker and all trademarks, logos and graphics of m-broker on the website are protected trademarks of m-broker and all connected companies. Other company descriptions, product descriptions and company names on the website can be trademarks of respective other owners. The user does not receive any rights or licenses for using these trademarks.

23. Software

The companies connected with m-broker or the partner companies are owners of all protection rights concerning the software which m-broker provides on the website for downloading. Unauthorized use, duplication or circulation of such software is explicitly prohibited. The use of the software can be subject to a special license agreement and its conditions. As far as such an agreement does not exist the owner of the software hereby passes on a personal, non-negotiable right of use to the user. This right of use only refers to the use of the software for the purpose of access, the presentation and the use of the website according to contract in accordance with these General Terms and Conditions. Any duplication of the software on any other server or data carrier for the purpose of duplication is explicitly prohibited.

24. Changes of the Website

m-broker reserves itself the right to modify the website or its contents, especially concerning the selection of the partners, features, information, data bank or its content anytime.

25. Limited Liability

m-broker is only liable for the correct supply of car rental brokerage. M-broker is not liable for not-concluded rental agreements due to the client's fault. So for instance if the relevant documents are missing or invalid at time of pick up (driving license, passport, Voucher, credit card); negligence of minimum or maximum age; unfitness to drive due to alcohol and/or drug usage or similar. Anyway m-broker is only liable for unlimited compensation in case of intent and gross negligence. In case of slight negligence m-broker is only liable for the contract typical and foreseeable damage and only to a certain amount in case of negligence of its duty whose compliance is necessary for achieving the contract aim. In cases if initial impossibility m-broker is only liable if the reason for the non-provided service is known or if the ignorance is based on gross negligence. The preceding limitation of liability or exclusion of liability does not apply to damage or danger of life, body and health. As far as the liability of m-broker is limited or excluded it also applies for the personal liability of your employees, co-workers, colleagues and auxiliary persons. With exception of claims from tortuous act the claim for damages, for which according to this number the liability is limited, become statute-barred after 1 year. M-broker is not liable for claims which result from the renting relationship with the car rental company. M-broker does not give a guarantee for the rented object itself, either. In this respect the client is limited to his local contract partner. M-broker is endeavoured to guarantee that all information available on the website, software and other data, in particular regarding the prices, restrictions and dates are up-to-date, complete and correct at the time of publication.

All performances presented on the website are only limited available. Apart from that, we are liable only in case of intention or gross negligence as well as for given guarantees and for the violation of essential contractual obligations (cardinal obligations). In case of slight negligence of cardinal obligations the liability of m-broker is limited to contract typical and foreseeable damage. The maximum amount of liability is the calculated amount of the booked performance in this case. All limitations and exclusions of liability do not apply to damage of life, body or health. When stating local Terms of Hire, opening hours, addresses, telephone numbers, car details etc., m-broker is always dependent on the data provided by its partners. We endeavour to keep it as accurate and up-to-date as possible. Therefore, m-broker does not guarantee the correctness of this information.

26. Force majeure

M-broker is not liable for the consequences of force majeure. These include orders of authorities, wars, civil disorders, plane hijacking, terrorist attacks, fire, floods, power failures, accidents, storms, strikes, lockouts or other labour dispute measures by which m-broker or its suppliers are affected.

27. Links to other Websites

This website may contain other hyperlinks which are leading to websites of other operators. M-broker does not have any influence on their design and contents and therefore does not guarantee the correctness, topicality, completeness and quality of the provided external information. M-broker dissociates itself expressly from all contents of these external websites. Please address all doubts in connection with such websites directly to the operator of the respective website.

28. Obligation of Participation

If the booked performance is not provided you may take remedial action. This requires your co-operation, irrespective to our primary obligation to perform. Therefore, you are obliged to do everything reasonable to contribute to the settlement of the disturbance and to keep the possibly occurred damage as slight as possible or to avoid damage completely. In particular you are obliged to announce any objections immediately. Please contact the local car rental company or m-broker.

29. Changes of the General Terms and Conditions

M-broker reserves itself the right to change or to renew the General Terms and Conditions anytime for the use of this website with effect for the future without any obligation to inform the user. The website provides you with the respective up-to-date version of the General Terms and Conditions as from validity. With the use of the website after the General Terms and Conditions have been changed you declare your consent concerning the changes.

30. Miscellaneous

The ineffectiveness of individual regulations of the mediation contract including these general contract conditions does not entail the ineffectiveness of the entire contract. In addition the provision of the statute will apply. In case the traveller locates his residence or habitual residence from Germany to another country after the conclusion of the contract or if the residence address is unknown at the time of commencement of an action the place of jurisdiction will be Nuremberg, Germany for all claims by the broker towards the customer.

Position as per December 2008