

## **FlexClub - Terms of Service**

### **1. Binding Agreement**

- 1.1** FlexiiDrive BV t/a FlexClub (the **"Company"**) provides two levels of service via its online car rental platform (the **"platform"** or **"website"**) to Uber Car Investors (**"Investors"**) and to Uber driver-partners (**"Drivers"**).
- 1.2** When you register for the Company's services, either as an Investor or as a Driver, that action will constitute acceptance of these Terms of Service, and the Company's Privacy Policy provided on the <https://www.flex.club> website, which collectively constitute the **"Agreement"** between you and the Company and which are legally binding on you.
- 1.3** It is therefore important that you read and understand these Terms of Service and the policies incorporated herein. If you have any questions for us concerning the Agreement, or the Company, or its platform or services generally, please contact us at [support@flex.club](mailto:support@flex.club).

### **2. Amendment of the Agreement**

- 2.1** The Company may change the terms of this Agreement from time to time.
- 2.2** An updated version of this Agreement containing any amended or new terms and conditions will be published on the website from time to time. All amendments will become binding and enforceable from the date of publication.
- 2.3** You, the user, agree that it is your responsibility to review the Agreement whenever you access the platform or its website and before proceeding to use it further.
- 2.4** If you object to any amendment made to the Agreement, you should stop using the services, cancel your registration, and stop accessing and using this website.

### **3. Preliminary notice in terms of the Consumer Protection Act, 2008**

- 3.1** YOUR ATTENTION IS DRAWN TO CERTAIN TERMS AND CONDITIONS CONTAINED IN THIS DOCUMENT WHICH CONSTITUTE OR HAVE THE EFFECT OF BEING:
  - 3.1.1** LIMITATIONS OF RISK OR LIABILITY IN FAVOUR OF THE COMPANY OR THE VEHICLE INVESTOR OR THE DRIVER, AS THE CASE MAY BE;
  - 3.1.2** ASSUMPTIONS OF RISK OR LIABILITY BY YOU, THE USER;
  - 3.1.3** INDEMNITIES IN FAVOUR OF THE COMPANY OR THE VEHICLE INVESTOR OR THE DRIVER, AS THE CASE MAY BE; OR
  - 3.1.4** AN ACKNOWLEDGEMENT OF CERTAIN FACTS BY YOU, THE USER.
- 3.2** SUCH TERMS AND CONDITIONS ARE HIGHLIGHTED IN CAPITAL LETTERS.

#### **4. No offer**

Nothing contained in this website should be regarded as an offer, but rather as an invitation to do business. No agreement to provide services will be concluded until you have registered as a user and we have accepted your registration.

#### **5. Fees and other amounts quoted**

All amounts quoted on this website for any fees, charges or other costs relating to the services provided via the platform shall be deemed to be correct as at the date of publication, but may be subject to change at any time. All amounts are stated exclusive of Value Added Tax.

#### **6. Services to be provided**

**6.1** The services provided by the Company to you, the user (whether you are a Investor or Driver) are as follows:

##### **6.1.1**

- 6.1.1.1 An Uber-approved software platform for Uber driver-partners to rent vehicles from Investors;
- 6.1.1.2 Online Matching of Investors with Uber driver-partners;
- 6.1.1.3 Management of vehicle handover, including a comprehensive vehicle check and provision of a detailed Rental Agreement;
- 6.1.1.4 Weekly rental calculations and rental deductions by the Company from Uber driver-partner's weekly Uber income;
- 6.1.1.5 The Company pays the Investor their rental payments due, net of fees, on a weekly basis;
- 6.1.1.6 Weekly vehicle performance update in email format;
- 6.1.1.7 Regular 3-month vehicle cosmetic and mechanical check-up;
- 6.1.1.8 Ability to recover rental shortfalls from any Uber driver-partner's deposit, current or future Uber income;
- 6.1.1.9 Assistance with approval and processing of rental requests from Uber driver-partners;
- 6.1.1.10 Full vehicle handover and collection service, including the processing of all necessary paperwork;
- 6.1.1.11 24/7 Driver support;
- 6.1.1.12 Driver training;

- 6.1.1.13 Traffic fine redirection;
- 6.1.1.14 Insurance claims management;
- 6.1.1.15 Management of license renewals;
- 6.1.1.16 Bi-weekly vehicle cosmetic and mechanical check-up;
- 6.1.1.17 Access to a live vehicle performance dashboard;
- 6.1.1.18 Acting for the Investor in all matters relating to the rental of their vehicle

**6.2** The Company does not in any way guarantee, or can not in any way be held responsible for, the financial performance of the Uber driver-partner of a vehicle.

## **7. Registration and Verification**

- 7.1** When you sign-up for the services offered by the Company, you will provide certain information about yourself (e.g. information concerning your car, your driving record, etc.).
- 7.2** You shall provide complete and accurate information to the Company.
- 7.3** We may accept or reject your registration application in its discretion for any reason.

## **8. On-going Information Updates**

- 8.1** You shall update the information you have provided to the Company in the event of any changes to your driving record or contact information.
- 8.2** Specifically, with respect to your contact information, we may deliver notices to you at the most recent email and physical address provided by you, and those notices will be considered valid even if you no longer maintain the email account or receive mail at that address.
- 8.3** Also you are and will be solely responsible for all of the activity that occurs through your account, so please keep your password and account information secure.
- 8.4** The Company may use and share your information as described in our Privacy Policy.

## **9. Incorporation of Additional Terms**

- 9.1** Any User Policies provide additional terms of your use of the services and platform, and are legally binding and are hereby incorporated by reference into this Agreement.
- 9.2** In addition, the Company's Privacy Policy will apply to all of the activities described

in this Agreement and is hereby incorporated into this Agreement.

- 9.3** Please review these Policies carefully. If you have any questions concerning those Policies, or if you require a hard copy for your records, please contact us at support@flex.club.

## **10. Your Obligations**

- 10.1** You shall always use our services and platform in compliance with the terms of this Agreement and any other policies and standards incorporated herein.
- 10.2** You warrant to the Company that you have the legal right to enter into this Agreement and to use the services selected.
- 10.3** You warrant that your use of the platform and the services provided by the Company will always comply with applicable laws and shall not infringe the rights of any other person.

## **11. Insurance and Protection**

In addition to the terms set forth in Sections 25 (incident reporting) and 26 (other insurance and legal matters) below, during the applicable rental period (*i.e.* the scheduled start time of Driver's rental period through to their return of the car), the Investor will provide certain comprehensive insurance and collision protection for the vehicle, as well as liability insurance for bodily injury and property damage arising from use of the car in line with Uber's Insurance Guidelines.

## **12. Termination of Services**

- 12.1** You may discontinue your use of the Company services at any time and the Company may terminate your access to these services for any reason or no reason.
- 12.2** Termination of the services will not release either party from any obligations incurred prior to the termination and the Company may retain and continue to use for its own internal purposes any information previously provided by you.
- 12.3** Termination of this Agreement will not have any effect on the disclaimers, waiver or liability limitations provided under this Agreement and all of those terms will survive any termination of this Agreement.

## **13. Rental Agreement**

- 13.1** The Investor and Driver will sign a separate Rental Agreement between them at the time of vehicle handover.
- 13.2** The Rental Agreement between Investor and Driver will continue indefinitely (unless agreed otherwise between Investor and Driver), and you hereby agree that unless either party receives 4 weeks' notification in writing of cancellation of the Rental Agreement from the other party penalties will apply for early cancellation as set out within the Rental Agreement.

**14. Disclaimer of Warranties and Limitation of Liability**

**14.1** This Agreement describes all of the Company's obligations in the event of any loss or damage resulting from your use of the platform or services.

**14.2** In order to disclaim warranties and to provide for certain limitations on our liability, we are required to provide the following information in this format:

**14.2.1** THE COMPANY PROVIDES A PLATFORM AND SERVICES THAT ENABLE CAR RENTAL BETWEEN INVESTORS AND DRIVERS. THE COMPANY DOES NOT PROVIDE CAR RENTAL SERVICES AND IS NOT RESPONSIBLE FOR ANY OF THE ACTS OR OMISSIONS OF ANY OF THE USERS OF ITS PLATFORM OR SERVICES, THE CAR MANUFACTURER OR ANY THIRD PARTY PROVIDER OF SERVICES (E.G. IN-CAR GPS OR OTHER SYSTEMS). EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE COMPANY HEREBY DISCLAIMS ANY WARRANTY OF ANY KIND WITH RESPECT TO THE CARS, PLATFORM AND OTHER PRODUCTS AND SERVICES PROVIDED BY OR THROUGH THE COMPANY, WHETHER SUCH WARRANTIES ARE EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THE COMPANY MAKES NO WARRANTY THAT THE PLATFORM OR SERVICE WILL BE UNINTERRUPTED OR SECURE OR THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED. USE OF THE PLATFORM OR SERVICES, ARE AT YOUR OWN RISK. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE COMPANY WILL CREATE ANY EXPRESS WARRANTY.

**14.2.2** IN NO EVENT WILL THE COMPANY BE LIABLE TO YOU FOR INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR INCIDENTAL DAMAGES EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OTHER THAN THE COMPANY'S DEPOSIT, UNPAID RENT AND DAMAGE REIMBURSEMENT OBLIGATIONS DESCRIBED IN THIS AGREEMENT, THE COMPANY'S LIABILITY UNDER THIS AGREEMENT, WHETHER BASED ON BREACH OF WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WILL IN NO EVENT EXCEED THE LESSER OF THE AMOUNTS PAID TO YOU UNDER THIS AGREEMENT OR R1,000.

**15. No Agency**

**15.1** The Company does not intend to appoint you or any other user of its platform or services as its employee, legal agent or to form any kind of legal partnership or joint venture.

**15.2** You are not authorized to make any commitments on behalf of the Company and the Company will not make commitments on your behalf, except as is required for the effective performance of the services and platform or as expressly stated in this Agreement.

**16. No License**

**16.1** The Company's website, marketing materials, printed material and services contains copyrighted material, trademarks, and other proprietary information, all of which is individually and collectively protected by copyrights laws and other intellectual

property laws in South Africa and internationally.

**16.2** Except as part of the intended use of the Company's platform and services, you must not copy, distribute, make available, publicly perform, display or create any work based on such content, or exploit such content in any way, in whole or in part.

**16.3** Except for content provided by users to the Company through its website or via other means, the Company and its licensors own all of the content presented. All rights are hereby expressly reserved.

## **17. Vehicle Pick-up and Drop-off**

The procedure for Vehicle Pick-up and Drop-off may depend on the Company service option that the Investor has selected, and are dealt with in detail in the Rental Agreement.

## **18. General**

**18.1** This Agreement states the entire understanding between you and the Company concerning your use of its platform and services and supersedes any earlier verbal or written communications between us.

**18.2** You may not delegate your legal obligations or assign or transfer any of your rights in whole or in part to any third party without the advance written consent of the Company.

**18.3** You will remain responsible for your obligations hereunder in any event.

**18.4** If any provision of this Agreement is construed to be unenforceable, the remaining provisions will not be affected and will continue in full force and effect.

**18.5** The Company must agree to any modification or waiver of any term of this Agreement in writing.

**18.6** The Company's failure to exercise any right under this Agreement will not constitute a waiver of any other right the Company may have.

**18.7** This Agreement and any related claims or disputes are governed by and construed in accordance with the laws of South Africa.

## **TERMS FOR UBER DRIVER-PARTNERS**

The following Sections 20-28 apply if you rent a vehicle where the Investor is making use of the Company's services:

## **19. Information provided to the Company**

**19.1** As part of establishing and maintaining your status as an authorized Uber driver-partner and renting through the Company, you will need to provide certain information about yourself.

- 19.2** You understand and agree that you must meet Uber’s Eligibility Requirements at all times that you use the Company’s rental services.
- 19.3** If, after initial approval, you later fail to meet the eligibility requirements (*e.g.* your PDP has expired), you are required to inform us of the change in status, and refrain from renting or driving cars via the Company.
- 19.4** As stated in the General Terms above, you have authorized the Company to obtain your driving record and other applicable reports at any time, in order to verify that you meet the Uber eligibility requirements.
- 19.5** You understand and agree that the Company may periodically request additional verification of eligibility and proper verification of usage from you as a Renter, and that if you fail to provide satisfactory evidence of your continued compliance with this Agreement, the Company may terminate your right to use the platform immediately.
- 19.6** The Company may, subject to the terms of this Agreement and the Privacy Policy, retain and continue to use for its own internal purposes any information previously provided by you.
- 19.7** All of your information will be held and treated in accordance with the Privacy Policy.
- 19.8** Please note, any failure to disclose car-related violations, accidents or other material information is grounds for rejection or termination of your approval to use the Company platform or services with immediate effect.

**20. Fees and Losses**

- 20.1** You are responsible for paying all fees when they come due in connection with your use of the Company platform or its services.
- 20.2** YOU AUTHORIZE THE COMPANY TO CHARGE AGAINST ANY DEPOSITS, EARNINGS AND FUTURE EARNINGS IN YOUR ACCOUNT ALL AMOUNTS DUE INCLUDING, BUT NOT LIMITED TO, THE COMPANY FEES, INSURANCE EXCESSES, SECURITY DEPOSITS, RENTAL CHARGES, FINES/PENALTIES, DEDUCTIBLES AND DAMAGES, AND YOU FURTHERMORE REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT TO MAKE THIS AUTHORIZATION.
- 20.3** WHERE YOUR DEPOSIT HAS BEEN USED TO COVER ANY COSTS FOR WHICH YOU ARE LIABLE, YOU HEREBY AUTHORIZE THE COMPANY TO DEDUCT SUCH AMOUNTS FROM YOUR WEEKLY UBER EARNINGS, AS AGREED BETWEEN Investor AND DRIVER, TO TOP-UP THE DEPOSIT TO THE LEVEL AS ORIGINALLY SET BY THE Investor AT THE START OF YOUR RENTAL AGREEMENT.
- 20.4** You will be responsible for payment of rental charges from the start of your rental period until the time you return the car. You will be responsible for all of the costs relating to any citations and fines (*e.g.* tolls, parking tickets, towing fees) incurred during the rental.

- 20.5** WITH REGARD TO DAMAGE, LOSSES, OR OTHER LIABILITIES, YOU ACKNOWLEDGE THAT PROTECTION FROM THE Investor’S INSURANCE POLICY MAY NOT BE AVAILABLE TO YOU IN THE EVENT YOU BREACH YOUR OBLIGATIONS UNDER THIS AGREEMENT (E.G. IF YOU DRIVE A VEHICLE WHILE UNDER THE INFLUENCE OF DRUGS OR ALCOHOL OR OTHERWISE VIOLATE ANY OF THE COMPANY USER POLICIES).
- 20.6** SUBJECT TO THE COVERAGE AND PROTECTION AVAILABLE TO YOU, YOU ACKNOWLEDGE THAT YOU ARE FULLY RESPONSIBLE FOR ANY DAMAGE, LOSS OR OTHER LIABILITIES RELATING TO YOUR RENTAL ACTIVITIES THROUGH THE COMPANY.
- 20.7** Nothing in this Agreement is intended to limit your responsibilities or the Company’s legal rights in connection with your use of the platform or services (or any vehicles rented through) the Company.
- 20.8** You acknowledge that the vehicle Investor may require the Company to hold a deposit on their behalf, equal or greater than the excess on their Uber approved insurance policy, as part of the rental of their vehicle, and that if a deposit is required the Company will notify you when this is due payable, and if not paid prior to vehicle handover may result in the cancelation of your reservation.

## **21. Use of the Car**

- 21.1** When you rent a car through the Company, you may use the car for commercial purposes (e.g. Uber) and for your personal use.
- 21.2** You may not sub-let the car to any other party, whether the other party is an active Uber driver-partner or not. If you sub-let the car to another party this will qualify as ground for termination of the rental agreement and a penalty of one week’s rental.
- 21.3** Where you have a the Company vehicle on your Uber Partner profile you may not activate an additional vehicle on your Uber Partner profile without the prior consent from the Company. If you do activate an additional vehicle without the Company’s consent the Company reserves the right to request that Uber deactivate your Uber Partner profile (as per the signed Authorization and Instruction Form) until the Company vehicle is returned to the Company premises or to the car Investor.
- 21.4** You may not access a car until the beginning of your rental period and you must return the car on time and to the correct location as per the Rental Agreement.
- 21.5** You must exercise reasonable care in your use of the car.
- 21.6** In the event the Company has any concern about your use of a vehicle, the Company may notify the Investor, who in turn may terminate their Rental Agreement with you as per the terms contained therein, and require the return of the vehicle.
- 21.7** You are required to wear seatbelts during the operation of the car and to require that all of your passengers wear seatbelts as well. You are also required to meet any laws or regulations concerning car seats and other protections for young passengers.



- 21.8** The Company User Policies provides a list of "Prohibited Uses" of any car rented through the Company. The list isn't meant to be exhaustive.
- 21.9** If you have any concerns about your planned use, please contact the Company customer service at support@flex.club.
- 21.10** YOU WILL BE FULLY RESPONSIBLE FOR ANY CLAIMS, LOSS OR DAMAGE RELATED TO YOUR MISUSE OF A CAR. DRIVERS ALSO ACKNOWLEDGE THAT USING A VEHICLE IN A PROHIBITED MANNER MAY NULLIFY COVERAGE AND MAY FURTHERMORE NULLIFY ANY COMPREHENSIVE INSURANCE OR COLLISION PROTECTION.

## **22. Condition of the Car**

- 22.1** You understand that, unless otherwise specifically noted, the cars offered by the Company are owned by third parties and are not owned or maintained by the Company, unless the Company has specifically entered into a fully managed service agreement with the Investor, in which case the vehicle will be maintained by the Company.
- 22.2** Each Investor is entirely responsible for repairing and maintaining the car(s) they offer through the Company in a roadworthy condition and is ultimately responsible for the condition of the car at the beginning of the rental period.

## **23. Commencement of Rental**

- 23.1** Once you have checked the vehicle, both you and the Investor will jointly be required to sign a Rental Agreement (available as a download on the <https://www.flex.club> website) that sets out the specific terms and conditions of your rental.
- 23.2** Once this document has been signed, you agree that the Investor will have the responsibility for sending a signed copy of the Rental Agreement and Vehicle Inspection Checklist to the Company notifying them that your rental has commenced, and so that the Company can start tracking the vehicle you have rented from that place and time.
- 23.3** This information will form the basis of your weekly Uber income and your rental payment for the vehicle.

## **24. Incident Reporting**

- 24.1** You must immediately report any damage to the car you are using to both the Investor and to the Company (at support@flex.club) and if there has been a collision, to the police as well.
- 24.2** You will need to use all reasonable efforts to secure evidence from any available witnesses and to provide the Investor and the Company with a written description of the incident and any other information the Investor and or the Company may request, including identity and insurance information of any parties involved in the incident.

- 24.3** You are also required to cooperate in any loss investigation conducted by the Investor (or by the Company where the Investor has selected the fully managed service option), the Investor's claims administrators, or insurers.
- 24.4** After an incident, you may not continue to use the car unless you have the explicit permission of both the Investor and the Company.
- 24.5** Failure to timeously report an incident may reduce or invalidate the comprehensive insurance provided by the Investor of the vehicle.

## **25. Insurance**

- 25.1** The Investor will be responsible for insuring their vehicle with an Uber approved insurance policy.
- 25.2** You are fully responsible for paying any damages not covered by insurance, as well as insurance deductibles, fees, expenses, liens, and fines arising out of your use of a car rented through the Company.

## **26. Cancellation of Rental Agreement**

The terms relating to the Cancellation of the Rental Agreement between Investor and Driver are dealt with within the Rental Agreement, and copy of which may be downloaded from the <https://www.flex.club> website.

## **27. Waiver**

- 27.1** The Company provides a platform and service to allow Car Investors and Drivers to connect in an easy and efficient way. Except as expressly provided in this Agreement, the Company and the applicable car Investor do not accept liability with respect to your use of the Company platform and services (as defined) or the applicable car(s).
- 27.2** AS SUCH, YOU WAIVE ANY AND ALL RIGHTS YOU HAVE TO SUE OR MAKE CLAIMS AGAINST THE COMPANY AND ITS RESPECTIVE DIRECTORS, OFFICERS, AGENTS, OR EMPLOYEES (THE "THE COMPANY PARTIES") AND THE CAR Investor FOR ANY DAMAGES OR LOSSES ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE COMPANY SERVICES INCLUDING, WITHOUT LIMITATION, A CAR NOT BEING AVAILABLE WHEN IT WAS SUPPOSED TO BE, ANY MALFUNCTION OF OR DEFICIENCY IN A CAR, ANY BREACH OF WARRANTY OR OTHER OBLIGATION BY ANY MANUFACTURER OR OTHER THIRD PARTY, ANY PERSONAL INJURY OR PROPERTY DAMAGE SUFFERED BY YOU OR ANY OF YOUR PASSENGERS AND, IN THE CASE OF THE COMPANY PARTIES, ANY ACTIONS OR INACTION OF THE CAR Investor. YOUR WAIVER DOES NOT EXTEND TO ANY DAMAGES OR LOSSES RESULTING FROM ANY PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.
- 27.3** You understand and agree that if without lawful cause the car is not returned on expiry of the rental period or when the stipulated rental amount could not be paid in order to continue the rental term, the car may be regarded as stolen and criminal charges may be laid with the South African Police services without further

notification to you; and the Vehicle Investor will be entitled to claim damages for unlawful holding over equal to the average rental amount (calculated since the start of the rental) due per day, multiplied by the number of days that you fail to return the vehicle to the Vehicle Investor or to the Company.

- 27.4** You nominate the address included on your signed Rental Agreement with the Investor as your *domicilium citandi et executandi* for the service of any legal notices and process.
- 27.5** In the event of any legal proceedings being instituted against you for recovery of any amount whatsoever, you shall be liable for all legal costs incurred including, administrative costs and collection commission on each installment paid. If the matter is defended, you will be liable for legal costs incurred on an attorney/client scale. Once your account has been handed over there will be no further correspondence entered into with the Investor or the Company. All correspondence will be with either the Investor's or the Company's debt collection solution provider whoever it may be at the time.
- 27.6** BY REGISTERING ON THE COMPANY PLATFORM YOU ACCEPT THAT YOU ARE LIABLE JOINTLY AND SEVERALLY FOR THE PAYMENT OF ALL AMOUNTS DUE TO THE VEHICLE Investor AND THE COMPANY DURING THE TERM OF OR PURSUANT TO THE RENTAL AGREEMENT. BY SIGNING THE PAYMENT AUTHORIZATION AND INSTRUCTION FORM YOU CONFIRM THAT PAYMENTS DUE BY YOU CAN BE MADE BY AUTOMATIC SUBTRACTION FROM YOUR UBER EARNINGS ON A WEEKLY BASIS AND YOUR SIGNATURE ON THAT FORM SHALL CONSTITUTE AUTHORITY TO DEBIT YOUR CURRENT OR FUTURE UBER EARNINGS WITH THE TOTAL AMOUNTS DUE.
- 27.7** The Company will issue a VAT invoice to the Driver on a weekly basis for its fees included as part of this deduction.

#### **TERMS FOR InvestorS**

The following Sections 29 - 35 apply if you rent out your car using the services as defined.

#### **28. Information Given at Registration**

- 28.1** When you sign-up to FlexClub, you will identify a particular passenger car(s) that you want to list for rent through the Company.
- 28.2** Each car must meet the Uber Vehicle Requirements provided by Uber from time to time.
- 28.3** You may only use the Company services in connection with cars that you own or otherwise have all the necessary rights and permissions to rent out.

#### **29. Rental Fees**

- 29.1** You will have the ability to set and revise the vehicle's rental deals as you choose.
- 29.2** the Company will pay you the amount collected from the rental of your car, less the

applicable fees payable to the Company.

- 29.3** You acknowledge that the Company's fees may change from time to time. A current fee schedule can be found on the <https://www.flex.club> website at the time of the applicable rental.
- 29.4** Payment to the Investor from the Company will be initiated weekly and paid within 3 days after payment has been received by the Company from Uber and will include all relevant amounts earned, net of fees, up until that point.
- 29.5** To the extent you owe the Company money for any reason, the Company also reserves the right to deduct those amounts from your payment.
- 29.6** Please note that you are fully responsible for all taxes relating to or arising out of your activities under this Agreement.
- 29.7** the Company will issue a VAT invoice to the Investor on a weekly basis for its service fee as applicable.

### **30. Cancellation of Rental Agreement**

The terms relating to the Cancellation of the Rental Agreement between Investor and Driver are dealt with within the Rental Agreement, and copy of which may be downloaded from the <https://www.flex.club> website.

### **31. Maintenance**

- 31.1** You are required to regularly check your car for any defects in its operations or safety and have your car inspected as per the Uber guidelines and as described in the vehicle inspection checklist.
- 31.2** The Company will undertake a thorough inspection of your vehicle on your behalf every 3 months or bi-weekly as per your agreement with the Company.
- 31.3** You will be solely responsible for liaising with the Driver to deliver the car to the approved the Company location for its inspection, unless you have entered into a fully managed agreement with the Company in which case the Company will liaise with the Driver on your behalf.
- 31.4** You shall, at all times, ensure that your car is in a safe and roadworthy condition, in good mechanical condition, and in full compliance with all applicable inspection and registration requirements.
- 31.5** You agree to respond to any recall or similar safety notices and to complete any recommended action promptly.
- 31.6** If the Company believes that your car does not conform to reasonable standards, the Company will notify you and reserves the right to refrain from listing your car on the <https://www.flex.club> website until its concerns have been resolved.

### **32. Event Reporting**

**32.1** If you believe that a Renter has caused any damage to your car, you are required to report that damage to both the Driver and to the Company as soon as you become aware of it (and in any event, no more than 24 hours after the damage occurred) and to provide reasonable cooperation in the investigation of the damage.

**32.2** In any event, with each break in rental activity you need to inspect your car and report to the Company any damage that you believe was caused by a Renter.

### **33. Other Insurance and Legal Matters**

**33.1** In addition to the terms provided above, you agree to comply with any and all applicable laws and regulations. More information is available in our FAQs.

**33.2** With respect to any insurance policy procured by the Investor, and where you selected the fully managed service only, you hereby appoint the Company as your attorney-in-fact *solely* for the purpose of filing claims, receiving payment and otherwise administering that policy.

**33.3** You agree to provide the Company with information regarding your policy's coverage as may be requested from time to time.

**33.4** You must inform the Company promptly in the event information previously provided changes.

**33.5** You will be fully responsible for any losses or damages suffered by any party as the result of your activities under this Agreement.

### **34. Indemnification**

In the event of any claim for a loss or injury that occurs during the use of your car by a Renter (or by the Company itself), your Uber-approved insurance policy should defend and indemnify you against such claims as required by applicable law.

### **35. Data Protection and Obligations**

**35.1** Access to supplied data shall be limited to the Investor themselves and their direct employees. Access should be given for business specific reasons only.

**35.2** The Investor shall undertake all reasonable security measures, digital or otherwise, to protect the data supplied to them and control access to it.

**35.3** The Investor shall, upon a breach or unauthorized leak of data, immediately notify The Company of the occurrence within 1 business day, including the data that was leaked, when it happened and any other information requested by The Company to assist in remedial efforts.

**35.4** Data retention shall be limited to storage for direct business purposes and records only. The Investor undertakes to completely purge any data that does not meet these criteria.

**These Terms of Service were last updated on 28 February 2019 and this version supersedes all previous versions published on the website before this date.**