

# **Blox Car terms**

Valid as of 23.03.2018

Updated 22.06.2020

Thank you for using Blox Car!

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## Service terms for user

### 1 General

These Terms together with the Privacy Policy, Instructions, Payment terms and other information in the service create the framework for using the service, website and software . The Blox Car (“BC”) online service (“Service”) is a platform through which registered users can rent vehicles (“Rental”) and be in direct contact with the owners and holders of the vehicles (“Owner”). An owner is a person who has added a vehicle to the service. There are separate terms for owners with their rights and obligations.

As the provider of the service BC does not provide, control, lead or deliver rentals or arrange distribution of the rentals. When the users rent vehicles through the service a contract is formed

between the user and the owner (together described as “Members”). BC can organise the handover of the vehicle or its keys to the user if separately agreed.

BC is not and does not become a part of this contract or a part in the contractual relationship between the members.

By renting a car from BC you agree to these terms and commit to follow all instructions about using the service.

## 2 Eligibility

If you rent any vehicle from the service you must meet the following criteria:

- You are at least 23 years old.
- You have the legal capacity to enter into a contract.
- Your driving permit has been valid at least 24 months.
- You have not driven under the influence of an intoxicating substance.
- You have not committed more than the legally approved amount of traffic offences.

## 3 Parties to the contract

These terms form a contract between you and Shareit Bloxcar Oy (Business-ID 2417695-9) and they define your and BC’s rights and obligations regarding the service. An agreed rental form a contract between the user and owner. BC is not a party to this contract.

## 4 Registering and ending the contract

When you register you agree to give complete and correct information about yourself and to keep it updated. You must protect your username and password and immediately inform BC about abuse. The user is responsible for using the service. If you wish not to use the service you can ask to remove your account. Please send the request to [info@bloxcar.fi](mailto:info@bloxcar.fi).

BC has the right to prohibit or restrict access to the service if a member

1. breaches the contract
2. is suspected to use the service illegally or in a way that may cause damage
3. gets repeatedly bad feedback from the other members
4. has not logged into the service for the past six (6) months.

BC is not responsible for removal or loss of any information added to the service. When the user or BC removes information from the service many traces of information or copies still remain elsewhere.

## **4.1 Contract between the members**

The members enter into a contract with each other when the rental is confirmed. The contract ends 24 hours after the vehicle is returned to the owner or when the rental is cancelled as described in Payments, cancellations and other costs (p. 7).

# **5 Using the service**

## **5.1 General responsibilities**

The users' must take care of the vehicles during rental and follow given instructions.

The vehicles may only be driven on official roads, used in an ordinary way and following the Finnish legislation and acts. Cars may only be driven on official roads. Smoking and keeping animals in the vehicles is forbidden unless separately stated otherwise in the vehicle details. A vehicle must be locked when it is parked.

The user may let another Blox Car user with the same or higher membership level drive the vehicle. The original renter is always responsible for the vehicle. In these cases both of the users share the risk.

Each vehicle has a fault and an equipment list. The user must check the condition of the vehicle at the start of each rental. If faults that are not in the list are not reported to the owner or BC before the rental the responsibility for the damage may shift to the user. The lists can be ordered from [info@bloxcar.fi](mailto:info@bloxcar.fi).

A change request or complaint regarding the rental must be done within 24 hours of the end of the rental. Otherwise the user is invoiced according to the original rental. Any damage on the car must be verified with photos taken before and after the rental. If the damage can't be verified the user might have to compensate for the damage.

If the rental includes a fixed amount of kilometres and the user drives less than the included kilometres no compensation is paid to the user for the unused kilometres. Extra kilometers, missing fuel or other costs are charged according to the price list or receipt.

The owner is responsible for insuring their vehicle. The user is responsible for the excess of the car, which is given in the car details. The user responsible for all damage during the rental, missing fuel and excess kilometres.

When you use the service, you agree to:

1. Follow applicable laws, terms, instructions and good manners.
2. Use the service for personal and non-commercial use.
3. Not upload illegal, offensive, incorrect, misleading or otherwise inappropriate material to the service.
4. Respect other members' privacy.
5. Not share or upload spam, large files, chain letters, pyramid scams or viruses to the Service.
6. Not use any technologies or do things that damage the service or the members' interest, property or information.
7. Not use automated systems or programmes to get access to the service or any part of it or to copy or surveil it.

BC has the right but no obligation to:

1. Surveil and maintain information in the service.
2. Remove material from the service.
3. Limit the access to any part of the service.

## **5.2 Membership level**

The Service is based on trust and BC supports the trust with simple and clear instructions that enable the members to act in a safe, fast and reliable way. The trust is based on a Membership level, which is defined based on given information, received feedback and usage of the service.

## **5.3 Liability for all damage**

BC is not liable for personal injuries or property loss, loss of income or other losses during the

rental. BC is not responsible for service breaks or equivalent technical errors or damage or losses caused by them.

The user is fully liable without excess towards the owner and BC if the damage is caused directly or indirectly by:

- Criminal activity as judged by the court.
- Negligence.
- Driving under the influence of alcohol or any other intoxicating substance.
- Breach of contract due to deliberate offense or gross negligence.

The user is always liable for compensating damage if they have not informed about a delayed return of the vehicle. BC has the right to invoice the user in all above-mentioned cases.

The owner is liable to compensate the user damages caused by negligence or inadequate condition of the vehicle.

## **5.4 Discharge and limited liability**

The user is released from liability for the excess if the owner and BC gets a full compensation from the third party causing the damage or from their insurance company. In this case the user is refunded for any paid compensation.

The user is not responsible for damage on the vehicle caused by:

- Technical failure.
- Insufficient maintenance.
- An existing issue.
- Anything that the owner is responsible for.

The owner is not responsible for paying compensation to the user if the car has a technical error.

## **6 Payments, cancellations and other costs**

Registration is free of cost. The user only pays for rentals and other other products and costs related to the rental. The service uses third party payment providers. More information is given in the Payment terms.

Cancelling a rental is always free of charge. A rental can however not be cancelled after it has started. The members have no right to any extra compensation and the service does not have any separate late fees. Repeated or very long delays may lower the membership level.

A rental can be cancelled if

- the user or owner is late for pick-up
- the owner suspects that the vehicle will be used in an inappropriate way
- the vehicle has a technical failure.

All rentals must be confirmed and paid through the service. If the rental is agreed and paid through any other way BC is not liable for any part of the rental. In these cases the insurance is also not valid. BC also has the right to restrict the access to the service.

## 7 Personal Data

The Privacy Policy and legislation govern the use of your personal data. More information is found in the Privacy Policy.

To ensure a safe experience for the members, the vehicles may have devices that determine the car's location and BC may also collect information about the usage of the vehicle through the device. BC has the right to use the data to verify any accidents or material contractual breaches and to take any necessary action, such as alerting help on the scene.

## 8 Profile information

A user can edit or remove account information at any time by logging into the account. Requests relating to removing the account or marketing ban may be sent to [info@bloxcar.fi](mailto:info@bloxcar.fi).

### 8.1 How we protect your personal data

Our collection and use of personal data in connection with your access to and use of the service is described in our privacy policy.

## **9 Applied laws and regulations**

The laws of Finland govern the terms.

## **10 Property rights and intellectual property**

BC has the legal rights and copyright to the service and its content.

## **11 Cookies**

Our website uses cookies, including third-party cookies. You can stop cookies by changing the settings on your browser. Stopping cookies may affect the functionality of the website.

## **12 Changes to terms**

BC reserves the right to change these terms. We will communicate the changes through the service. If you do not agree to these changes, you can choose to remove your account by sending the request to [info@bloxcar.fi](mailto:info@bloxcar.fi).