



24/08/2021

Effective: August 24, 2021

This Contract is a vehicle-sharing service subscription contract between Wheelz rentals LTD and the Member. All Members are required to accept and comply with the terms and conditions set forth herein. By accepting the terms and conditions of this Contract and using Wheelz GH services you accept and agree to comply with the terms and conditions of this Contract, as it may be amended from time to time as provided herein.

PLEASE READ THESE TERMS CAREFULLY BEFORE USING ANY Wheelz GH VEHICLES OR SERVICES, ESPECIALLY BECAUSE THESE TERMS MAY AFFECT YOUR LEGAL RIGHTS, SUCH AS REQUIRING BINDING INDIVIDUAL ARBITRATION, AND LIMITING YOUR RIGHT TO BRING A LAWSUIT OR CLASS ACTION – SEE SECTION 10 BELOW.

Wheelz rentals LTD reserves the right to change the terms of this Contract, including the associated Schedules, from time to time. We will give notice of material changes to Members. Unless we designate a different date for effectiveness, such changes will be effective when notice is given to Members and notice will be considered given when such notice is indicated and accessible from the first page accessed after the Member log-on, when it is provided by email to the Member's address on file with Wheelz GH, or it is provided via our website or other applicable form of communication such as by mobile application or text. You agree that continued use of Wheelz GH constitutes acceptance of any amended terms and conditions in a revised Contract, which shall be effective and binding on you upon the effective date indicated in such notice or on such other date as Wheelz rentals LTD may designate in its notice. Reservation rates, fees and taxes are subject to change.

Certain provisions of this Contract and the Rules related to your use of Wheelz GH vehicles and services may vary based upon the jurisdiction in which you reserve or use a Wheelz GH vehicle. For example, the third party liability Wheelz GH provides may vary based upon the

0201416342



info@wheelzgh.com



Wheelzgh.com



3<sup>rd</sup> Dede link Labone





country (or, if applicable, by province or state) in which you are utilizing the Wheelz GH vehicle and certain different or additional fees and policies may apply. The Contracts applicable to all jurisdictions in which Wheelz GH vehicles may be reserved are available through the Wheelz GH websites.

## 1. Definitions

In this Contract, the following definitions apply:

- a. "Member" or "you": The person registered as the First Member and, unless specifically indicated otherwise in this Contract, each Associate Member.
- b. "First Member": The person designated to receive and pay all fees, charges and other costs associated with membership, including application fees, membership fees, driving charges and other costs or fees as indicated in the Rules and Schedules described below.
- c. "Associate Member": Any approved Wheelz GH Member who is authorized by the First Member to use Wheelz GH service under the terms of this Contract. Additional driving record/insurance verification, application and/or membership fees may apply for Associate Members.
- d. "Contract": This Membership Contract and its Schedules, whether made available in print or electronically through Wheelz GH websites. The Schedules are an integral part of this Contract.
- e. "Rules": All the rules, guidelines or policies of Wheelz GH related to a Member's use of the Wheelz GH service, whether set forth in this Contract, appearing elsewhere on Wheelz GH websites or otherwise issued from time to time by Wheelz GH, including specifically and without limitation those set forth in Schedule 1: Rules for Vehicle Use.
- f. "Schedules": All the schedules, rate plans and polices referenced in or incorporated into this Contract.

0201416342



info@wheelzgh.com



Wheelzgh.com



3<sup>rd</sup> Dede link Labone





## 2. Basic Terms of Use of the Wheelz GH Service

2.1 This Contract is a vehicle-sharing service subscription contract offered by Wheelz rentals LTD. or one of its affiliated companies ("Wheelz GH", "us", or "we"), but does not in itself confer any right to use any Wheelz GH vehicles. A Member may only use Wheelz GH vehicles, to the extent available, in accordance with the terms of this Contract and subject to paying all applicable fees and charges.

2.2 Wheelz rentals LTD is the owner of any item it provides to the Member or puts at the Member's disposal during the term of this Contract, including specifically and without limitation, all Wheelz GH vehicles, mobile and web based applications and the Membership card. The Member's use of and rights in relation to any Wheelz GH vehicle or item provided by Wheelz rentals LTD under this Contract are limited to those rights of use stated in this Contract.

## 3. Eligibility

3.1 To be eligible for our service, the Member must:

- Be at least 21 years of age
- Hold a valid driver's license that authorizes the Member to drive in the jurisdictions in which the Member will use Wheelz GH vehicles and have a driving history that meets Wheelz GH then current eligibility requirements, which may change from time to time.
- Accurately, truthfully and fully complete the application process with Wheelz GH and deliver all information and documents requested in the application or otherwise.

3.2 Satisfying the foregoing criteria does not automatically give an applicant the right to become a Wheelz GH Member. Acceptance of the applicant's membership is subject to approval by Wheelz rentals LTD in its sole discretion and, without limiting the foregoing, membership may be denied based upon other factors determined by Wheelz rentals LTD in its sole discretion. In addition, even if approved for membership, a Member may be restricted

0201416342



info@wheelzgh.com



Wheelzgh.com



3<sup>rd</sup> Dede link Labone





from driving certain Wheelz GH vehicles at Wheelz rentals LTD sole discretion, or reasons including, but not limited to, the Member's driving or membership history or Wheelz GH service offerings.

#### 4. Fees and Responsibilities of the Member

4.1 The Member agrees to pay Wheelz rentals LTD all applicable driving record/insurance verification, application, membership and similar fees associated with the Member's driving/membership plan. Such fees (if applicable) are not refundable, regardless of whether or not the application is accepted by Wheelz GH or a Member's membership terminates and new verification/application fees may be payable if a new membership application is resubmitted more than thirty (30) days after a Member's account with Wheelz GH is closed. If your driving/membership plan includes an annual or monthly fee, your initial membership fee will be charged to you within five days of membership approval, regardless of whether you activate your membership, and will only be refundable if you terminate your membership within the first thirty (30) days following membership approval. Certain restrictions apply. If at any time you wish to cancel your Wheelz GH membership, call us at 020 141 6342.

4.2 The Member is required to pay all fees and costs incurred (including fees and costs incurred by Associate Members) when due, including, without limitation, application fees, driving record/insurance verification fees, membership fees (which are automatically charged when due), driving charges (including but not limited to mileage overage and surcharge and/or toll fees), sales and other taxes and levies, and other costs and fees as may be detailed in the Rules and Schedules or the Member's driving/membership plan. Members are billed for amounts due via credit or debit card or other means as established by Wheelz rentals LTD. Any Member account which is past due will be suspended; however, any subscription reservations booked in advance shall still be charged to the Member if not timely cancelled by the Member. If payment of any amount due is rejected by the credit or debit card provided by the Member, membership, and the use of Wheelz GH services, may be suspended. Members are responsible for providing and maintaining current credit card or debit card information on file with Wheelz rentals LTD. Issues with credit or debit card billings may result in termination of membership. Under no circumstances will Wheelz rentals LTD

0201416342



info@wheelzgh.com



Wheelzgh.com



3<sup>rd</sup> Dede link Labone





be responsible for any overdraft or other fees charged by a Member's Credit Card Company or bank. For past due accounts, Wheelz rentals LTD may also change when payment is due and/or terminate the Member's account. In addition, Wheelz rentals LTD may utilize third parties to collect amounts owed to Wheelz rentals LTD by a Member and the Member will also be responsible for any collection or similar fees associated with these collection activities.

4.3 Members are responsible for providing and maintaining current email, mobile phone, preferred search address, mailing address and other account information. Telephone calls/texts, email correspondence and social media communications with Wheelz GH may be recorded or monitored. By using these communication methods, you are consenting to the recording or monitoring of your calls/texts, emails and social media communications.

4.4 By applying for membership, each applicant authorizes Wheelz rentals LTD to obtain his/her driving records from the jurisdiction in which the applicant is licensed. Members who do not have a driver's license from the jurisdiction in which they reside must comply with the licensing requirements of such jurisdiction for driving in that jurisdiction. In addition, Wheelz rentals LTD may at any time require Members to demonstrate compliance with the licensing laws of their jurisdiction of residence and/or impose further policies regarding the obligation to be licensed in their jurisdiction of residence. Wheelz rentals LTD reserves the right to request additional information, such as a copy of a passport or proof of address at any time. Because driving a Wheelz GH vehicle requires maintaining a good driving record, Wheelz GH may, from time to time, check Members' driving records and reserves the right, at its sole discretion, to suspend or terminate the Membership of any Member who does not meet Wheelz GH eligibility requirements. If the Member's license is suspended or revoked or becomes invalid, if the Member has any further endorsements or accidents on their driving record or if the Member is convicted of or receives a citation for driving under the influence of alcohol or drugs, dangerous or reckless driving or exceeding the relevant speed limit, the Member agrees to report such suspension, revocation, changes, conviction or citation to Wheelz GH promptly. Failure to notify Wheelz GH of any such events may lead to the Member not being covered by Wheelz rentals LTD liability protection when driving a Wheelz GH vehicle and/or termination of membership.

0201416342



info@wheelzgh.com



Wheelzgh.com



3<sup>rd</sup> Dede link Labone





#### 4.5 Connected Car Data.

##### Equipment.

Certain cars contain devices that monitor the car's condition, performance and operation, track fuel consumption, distance travelled, location and other information (the "Connected Car Data"), and may transmit such Connected Car Data to us, our third party providers and/or the car manufacturer. Some or all of these communications are turned on all the time, even when other services or other media in the car are turned off. We cannot guarantee that a car without these features will be available for your reservation. These devices may have been installed by us, on our behalf, or by the car manufacturer. If the devices are installed by the car manufacturer, the car manufacturer will process the Connected Car Data in accordance with its privacy notice. We do not provide the car manufacturer with your personal information (PI), unless authorized by you, necessary in connection with the provision of services provided through such car manufacturer, or required by law. We may enter into agreements with car manufacturers to receive some or all of the Connected Car Data collected by these devices. We may use a third party to process the Connected Car Data on our behalf. We do not provide the third party processor with your personal information (PI), unless authorized by you, necessary in connection with the provision of services provided through such third party, or required by law.

##### Uses.

If equipped and where permitted by law, we use these devices and the Connected Car Data for some or all of these purposes: (i) to provide certain aspects of our services to you, e.g., remote lock/unlock, remote disable engine/cancel ignition, and automatically transmit vehicle data such as location, odometer, fuel level and other data during the reservation; (ii) to manage your reservation, e.g., start your reservation or swap your car; (iii) to enable us to better understand how our cars are being used; (iv) to optimize our operations; (v) to assist in the handling of any liability or property damage claims; (vi) to provide roadside assistance services; (vii) to assist in the recovery of cars which are overdue, lost or reported stolen, or suspected of being lost or stolen; (viii) to develop new products and services and enhance our existing products and services; (ix) to respond to requests from law enforcement and/or

0201416342



info@wheelzgh.com



Wheelzgh.com



3<sup>rd</sup> Dede link Labone





regulatory authorities; (x) as necessary to defend, protect or enforce our rights in connection with the use of our products and/or services, (xi) to protect the rights and/or property of Wheelz rentals LTD or third parties; (xii) when we have a good faith belief that there is an emergency that poses a threat to your safety or the safety of another person, or in other circumstances in which we reasonably believe our cars are being or have been used in violation of law or otherwise in the commission of a crime; and (xiii) to comply with law.

## 5. Damages; Damage Fee; Damage Fee Waivers

5.1 Damages Generally: A Member is financially responsible for any and all damages that occur to a Wheelz GH vehicle while in the Member's possession or control (including the entire time the vehicle is reserved under the Member's account), even if damage is weather-related, caused by a third party or arises from similar causes, and is responsible for the full value of any damages or injuries caused to third parties or their property. Such damages include, without limitation, the repair costs (estimated or actual) for the Wheelz GH vehicle and third party property, injuries to third parties, costs associated with the related recovery or transportation of Wheelz GH vehicles, and the loss of use of Wheelz GH vehicles or third party property.

Damage Fee: If a member is in compliance with all of the terms and conditions of this Contract, including providing all reasonable assistance to Wheelz rentals LTD in the event of any incident, the Member's financial responsibility will be limited to the first \$1,000 of damage to the Wheelz GH vehicle per incident, the ("Damage Fee"). Members will be responsible for up to the full amount of the Damage Fee for actual, estimated or projected expenses, whether or not an actual claim is made or processed.

Separate of the Damage Fee, Wheelz rentals LTD provides third party liability as described in Section 6 below. If, however, a Member fails to abide by the terms and conditions of this Contract, including providing all reasonable assistance to Wheelz rentals LTD in the event of any incident, the third party liability Wheelz rentals LTD provides may not apply, which may make the Member responsible for the full cost of any accident or incident and any damage arising from such accident or incident. For example, a Member who has violated the member

0201416342



info@wheelzgh.com



Wheelzgh.com



3<sup>rd</sup> Dede link Labone







contract will be responsible for all damage and costs incurred as a result of an incident during a reservation under the Member's account.

## 6. Third Party Liability

6.1 Except where required by law to be primary or excess, any third party liability protection provided by Wheelz rentals LTD shall be secondary to, and not in excess of, any applicable insurance available to you, or any other driver, from any other source, whether primary, excess, secondary, or contingent in any way. Any such third party liability protection afforded will only be up to the minimum financial responsibility limits required by the law of the jurisdiction in which the accident occurs. The limit for bodily injury sustained by any one person includes any claim for loss of that person's consortium or services. If this third party liability protection is extended by operation of law to anyone not permitted by this agreement to drive the car, or to any person or instance where coverage is not intended to be afforded by this agreement, the financial responsibility limits of the jurisdiction in which the accident occurs will apply.

You agree that Wheelz rentals LTD can provide coverage under a certificate of self-insurance or an insurance policy, as we choose. In any case, a copy of the policy and/or certificate will be available for your inspection at the main office of our parent company. You understand that unless required by applicable law, Wheelz rentals LTD will not provide (a) coverage for fines, penalties, punitive or exemplary damages; (b) coverage for bodily injury to you, or your death while not a driver, or any member of your family or the driver's family members related by blood, marriage or adoption residing with you or them; or the drivers family, or to a fellow employee arising out of or in the course of employment; (c) defence against any claim, unless Wheelz rentals LTD is required to provide primary protection, but in such event not after the applicable limits of protection that we furnish are tendered (d) supplementary no fault, noncompulsory uninsured or under-insured motorist coverage, and any other optional or rejectable coverage, and you and Wheelz rentals LTD reject all such coverages to the extent permitted by law. Where any of these coverages are required or implied by law, the limits shall be the minimum required under applicable statute.

0201416342



info@wheelzgh.com



Wheelzgh.com



3<sup>rd</sup> Dede link Labone







Where permitted by law, you are rejecting uninsured or underinsured motorist and all optional automobile insurance coverages and under any policy of insurance or certificate of self-insurance in connection with this agreement, for you and all other passengers in the car, and each Member agrees that Wheelz rentals is hereby authorized to sign any forms or acknowledgements on behalf of each Member rejecting such coverage. You understand that uninsured and underinsured motorist coverage protects you and other passengers in a car for losses and damages suffered if injury is caused by the negligence of a driver who does not have any insurance or has insufficient insurance to pay for losses and damages.

Where required by law, we provide Personal Injury Protection (PIP), or "no-fault" coverage, to the minimum level required by the jurisdiction in which the accident occurs, for injuries you may suffer in an accident. Members may also use their own health care coverage in case of injury and any personal injury coverage that the Member has available will be primary over any PIP or no-fault coverage Wheelz rentals GH may provide where allowed by law. If any such protection described above is imposed by operation of law, then the limits of such protection will be the minimum required for protection by the law of the jurisdiction in which the accident occurs. No coverage is provided for any use of a Wheelz GH vehicle by any unauthorized driver as defined by the terms of this Contract; provided, however, if such coverage is mandated by law, then the limits of such protection will be the minimum financial responsibility limits required by law in the jurisdiction where the accident occurs.

The third party liability provided by Wheelz rentals LTD does not relieve Members of their obligations with respect to the Damage Fee described in Section 5 of this Contract.

For clarification, any third party liability coverage provided under this Contract only applies when a Member is in compliance with the terms and conditions of this Contract, including providing all reasonable assistance to Wheelz rentals LTD in the event of any incident.

## 7. Term and Termination

8.1 This Contract shall commence upon the acceptance by Wheelz rentals LTD of the Member's completed membership application and the payment by the Member of any

0201416342



info@wheelzgh.com



Wheelzgh.com



3<sup>rd</sup> Dede link Labone





applicable fees. The term of this Contract shall continue until such time as membership is canceled in accordance with this Section 8. A Member may terminate membership and all associate memberships upon one day prior notice by calling us at 020 141 6342. No monthly, annual, application, driving records/insurance verification or similar fee will be refunded in the event of termination by the Member, except as specifically provided in this Contract. In addition to the termination provisions set forth in Section 8.2 below, Wheelz rentals LTD may terminate this Contract at any time upon no less than thirty (30) days' notice to the Member, in which event Wheelz rentals LTD will, if applicable, refund a prorated portion of the Member's annual membership fee for the year of termination. With respect to any termination or cancellation of this Contract, the Member shall remain responsible for any fees, costs or expenses incurred prior to termination of this Contract.

8.2 Wheelz rentals LTD may also, upon notice to the Member or any Associate Member, immediately terminate this Contract if the Member or any Associate Member (a) fails to pay any sum due under this Contract, (b) fails to comply with any term or condition specified in the Contract or any Rules, (c) is involved in an incident with a Wheelz GH vehicle that, in Wheelz rentals LTD reasonable sole discretion, renders the Member or Associate Member ineligible or inappropriate for continued membership, (d) engages in any activities or conduct that Wheelz rentals LTD, in its reasonable sole discretion, determines to be inappropriate, negligent, offensive, abusive or otherwise unacceptable; or (e) is not paying the Member's debts as such debts generally become due, becomes insolvent, files or has filed against the Member a petition (or other document) under any bankruptcy or insolvency law or similar law that is unresolved within sixty (60) days of the filing of such petition (or document), proposes any dissolution, liquidation, composition, financial reorganization or recapitalization with creditors, makes a general assignment or trust mortgage for the benefit of creditors, or if a receiver, trustee, custodian or similar agent is appointed or takes possession of any of the Member's property or business. No membership or other fees will be refunded in the event of termination pursuant to this Section 8.2.

8.3 Upon termination, all of the Member's and Associate Member's rights to use Wheelz rentals LTD services and vehicles shall immediately terminate. The Member agrees to return immediately to Wheelz rentals LTD any vehicle or any other property of Wheelz rentals LTD

0201416342



info@wheelzgh.com



Wheelzgh.com



3<sup>rd</sup> Dede link Labone





that the Member has in the Member's possession, including, if requested, all membership cards. Additionally, the Member shall be responsible for and agrees to pay any legal fees, court costs or expenses associated with enforcing the terms of this Contract, whether upon termination or otherwise (including, without limitation, any costs relating to recovering any of the foregoing property or any amounts due and owing to Wheelz rentals LTD).

#### 9. Limitations of Liability

UNDER NO CIRCUMSTANCES WILL WHEELZ RENTALS LTD BE LIABLE TO ANY MEMBER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFIT, REVENUE, GOODWILL, BUSINESS OPPORTUNITY OR ANTICIPATED SAVINGS, ARISING FROM OR RELATED TO THIS CONTRACT OR USE OF THE WHEELZ RENTALS LTD SERVICES. Without limiting the foregoing, Wheelz rentals LTD shall have no liability for any loss of, or damage to, any goods in or on the vehicle or in or on any third party vehicle, any loss, damage, injury or death in relation to any Member or any third party arising from the use of a Wheelz GH vehicle, loss or damage incurred by the Member as a result of any claims made by a third party, or loss or damage incurred by the Member arising from or in relation to either (i) the reservation, non-availability, supply, operation or use of a Wheelz vehicle or (ii) any vehicle accessories, whether supplied by Wheelz rentals LTD or by a Member (for example, luggage racks, bicycle racks, baby seats and the like; the Member is responsible for the safe installation of such accessories and must check the condition of such accessories before each use), unless in each case such loss or damage is incurred due to our negligence or failure to carry out our responsibility.

#### 10. Dispute Resolution by Binding Arbitration and Class Action Waiver

10.1 Pre-Dispute Resolution Procedure. For the purposes of this Section 10, "Wheelz Party" or "Wheelz Parties" shall mean Wheelz rentals LTD and Wheelz GH service providers and licensees, and their respective officers, directors, employees, contractors and agents when providing services for or on behalf of Wheelz rentals LTD. Before asserting a claim in any proceeding (including in an individual arbitration or in a small claims proceeding), you and

0201416342



info@wheelzgh.com



Wheelzgh.com



3<sup>rd</sup> Dede link Labone





the applicable Wheelz Party agree that we shall give the other party written notice of the claim to be asserted 30 days before initiating a proceeding and make a reasonable good faith effort to resolve the claim. If you are intending to assert a claim against a Wheelz Party, you must send the written notice of the claim to Wheelz rentals LTD Legal Dept., Accra North PO BOX AC6905. If Wheelz rentals LTD is intending to assert a claim against you, we will send the written notice of the claim to you at your address appearing in our records. NO SETTLEMENT DEMAND OR SETTLEMENT OFFER USED IN THIS PRE-DISPUTE RESOLUTION PROCESS MAY BE USED IN ANY PROCEEDING, INCLUDING AS EVIDENCE OR AS AN ADMISSION OF ANY LIABILITY OR DAMAGES (OR LACK THEREOF).

10.2 Agreement to Arbitrate. Except as otherwise provided in section 10.8 of this dispute resolution provision, in the event of a dispute that cannot be resolved informally through the pre-dispute resolution procedure, you and the Wheelz Parties agree to arbitrate all disputes and claims arising under or relating to any these Terms, Wheelz GH vehicles, Wheelz rentals LTD services, or any other transaction involving you and Wheelz rentals LTD, whether in contract, warranty, misrepresentation, fraud, tort, intentional tort, statute, regulation, ordinance, or any other legal or equitable basis. The interpretation and scope of this provision, and the arbitrability of the dispute or claim, are for the arbitrator to decide.

### 10.3 What is Arbitration

Arbitration is more informal than a lawsuit. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Under this dispute resolution provision, arbitrators can award the same individual relief affecting individual parties that a court can award, including damages and an award of attorneys' fees, if the applicable law allows. BY AGREEING TO RESOLVE DISPUTES THROUGH ARBITRATION, YOU AND WHEELZ RENTALS LTD AGREE TO EACH UNCONDITIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY OR COURT.

10.4 Class Action Waiver. YOU AND THE WHEELZ PARTIES AGREE THAT ANY CLAIMS BROUGHT BY YOU OR THE WHEELZ RENTALS LTD PARTIES WILL BE BROUGHT IN

0201416342



info@wheelzgh.com



Wheelzgh.com



3<sup>rd</sup> Dede link Labone





THE PARTIES' INDIVIDUAL CAPACITY AND WILL NOT BE BROUGHT AS A CLASS, REPRESENTATIVE, COLLECTIVE OR PRIVATE ATTORNEY GENERAL ACTION. The arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a class, representative, or private attorney general proceeding. You and the Wheelz Parties agree to seek only such relief—whether in the form of damages, an injunction, or other non-monetary relief—as is necessary to resolve any individual injury that either you or Wheels rental LTD have suffered or may suffer. In particular, if either you or a Wheelz Party seek non-monetary relief, such relief must be individualized and may not affect individuals or entities other than you or the applicable Wheelz Party. This requirement that claims be brought in binding arbitration only in an individual capacity and not as a representative, private attorney general, or class member (“Class Action Waiver”) is non-severable. If the Class Action Waiver is found to be unenforceable, then the entirety of this dispute resolution provision shall be null and void.

10.5 Hearings and Decisions. If you are an individual, arbitrations will proceed at a location that the arbitrator selects in the county of your primary residence unless you and the applicable Wheelz Party agree otherwise. If you are not an individual person (but are instead, for instance, a partnership, corporation, or other form of entity or non-natural person) (hereafter “Entity Member”), arbitrations shall proceed at a location that the arbitrator selects unless you and the applicable Wheelz Party agree otherwise. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. The arbitrator's award shall be final and may be enforced in any court of competent jurisdiction. Further, an arbitrator's award and any judgment confirming it shall apply only to that specific case and cannot be used in any other case except to enforce the award itself.

10.6 Fees and Costs. If you are an individual (and not an Entity Member), in the event that (1) your claim is less than \$10,000, and (2) you are able to demonstrate that the costs of arbitration will be prohibitive as compared to costs of litigation, the applicable Wheelz Parties will pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive as compared to the cost of litigation. Wzeelz rentals LTD also reserves the right in its sole and

0201416342



info@wheelzgh.com



Wheelzgh.com



3<sup>rd</sup> Dede link Labone





exclusive discretion to assume responsibility for all of the costs of the arbitration. However, the Wheelz Parties will not pay your share of the arbitration fees if the arbitrator finds that either your claim or the relief sought is frivolous or brought for an improper purpose, as measured by the standards of Federal Rule of Civil Procedure 11(b).

10.7 Small Claims, Personal Injury Claims and Vehicle Damage or Loss Claims. The following disputes and claims are exempt from Sections 10.1-10.7: (a) unresolved disputes and claims that are within the scope of a small claims court's authority; (b) disputes and claims regarding personal injury and/or damage to or loss of a vehicle related to your Wheelz GH reservation; and (c) if you are an Entity Member, disputes over the validity of any party's intellectual property rights.

#### 10.8 Conflicts

In the event of any conflict between this dispute resolution provision and any other dispute resolution provision in any other agreement between you and Wheelz rentals LTD, the dispute resolution provision in this Contract shall govern.

#### 10.9 Modification of this Provision.

Notwithstanding any provision in these this Contract to the contrary, we agree that if Wheelz rentals LTD makes any material change to this arbitration provision, including the deletion of this provision, that change will not apply to any dispute that you had already provided Wheelz rentals LTD notice of in writing.

#### 10.10 Third Party Beneficiaries.

Without limitation of any of the foregoing, you acknowledge and agree that with respect to the dispute resolution provisions in this Section 10, each applicable Wheelz Party shall be deemed to be an intended third party beneficiary of this Section 10, with authority to enforce this Section 10.

0201416342



info@wheelzgh.com



Wheelzgh.com



3<sup>rd</sup> Dede link Labone







## 11. Miscellaneous Provisions

11.1 By applying for membership and becoming a Wheelz GH Member, the Member represents and warrants to Wheelz rentals LTD that the Member has received all explanations as the Member may have reasonably requested concerning the content of this Contract, including all Schedules, and that the Member has carefully reviewed and understands the Member's commitments and obligations hereunder. The Member also represents that the Member has reviewed and understands the Wheelz GH Privacy Notice and acknowledges that any information shared by, or collected from or about, the Member may be used by Wheelz rentals LTD in accordance with the terms of the Privacy Notice as it may be amended from time to time.

11.2 To the fullest extent permitted by applicable law, this Contract and any notices or other communications (including, without limitation, by e-mail) regarding access to and/or use of Wheelz rentals LTD services may be provided to the Member electronically, and the Member hereby agrees to receive electronic communications from Wheelz rentals LTD in an electronic form. Electronic communications may, and will, be delivered to the email address that Member provided to Wheelz GH in their application. Member expressly agrees that any notice or other communications required under this Contract may be given in email form. In addition, the Member expressly agrees that it is Member's sole responsibility to keep Member's email address current and accurate by providing Wheelz GH with written notice of any changes to the same, and that Wheelz rentals LTD may reasonably assume that any communications sent to the email address provided will be received by Member. Member's consent to receive communications electronically is valid until Member revokes their consent.

11.3 The rights granted to the Member or Associate Members under this Contract are not assignable or transferable, in whole or in part. Any attempt to transfer this Contract without the written consent of Wheelz rentals LTD shall be void and of no force and effect. Wheelz rentals LTD may assign this Contract to an affiliate or to another entity in connection with a corporate transaction or otherwise.

0201416342



info@wheelzgh.com



Wheelzgh.com



3<sup>rd</sup> Dede link Labone







11.4 No delay or omission by Wheelz rentals LTD to exercise any right or power occurring upon any noncompliance or default by the Member with respect to any of the terms of this Contract shall impair any such right or power or be construed to be a waiver thereof. Any waiver by Wheelz rentals LTD of any covenant, condition, or agreement to be performed by the Member shall not be deemed to be a waiver of any prior or subsequent breach of the same, or of any other covenant, condition, or agreement hereunder. Unless stated otherwise, all remedies provided for in this Contract shall be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity, or otherwise.

11.5 If any term, provision, covenant or condition of this Contract is held invalid or unenforceable for any reason, the remainder of the provisions will continue in full force and effect as if this Contract had been executed with the invalid portion eliminated. The parties further agree to substitute for the invalid provision a valid provision that most closely approximates the intent and economic effect of the invalid provision.

11.6 This Contract is governed by the laws in force in the Republic of Ghana and shall be interpreted according to the internal laws of such Commonwealth, without reference to its conflicts of laws or choice of law rules. All disputes hereunder shall be resolved solely in the applicable state or federal courts of the Republic of Ghana. The parties hereby consent to the exclusive jurisdiction of such courts, agree to accept service of process by mail, and waive any jurisdictional or venue defences otherwise available.

11.7 Any legal notices or communication required or permitted to be given to the Member shall be in writing and shall be sufficiently given if delivered by email or mailed to the Member at the email or postage address provided to Wheelz rentals LTD in the Member's completed application or as updated by the Member and on file with Wheelz rentals LTD. Any legal notices or communication required or permitted to be given to Wheelz rentals LTD shall be in writing and shall be sufficiently given if delivered via email or mailed as follows:

0201416342



info@wheelzgh.com



Wheelzgh.com



3<sup>rd</sup> Dede link Labone





Wheelz rentals LTD  
Attention: Legal Department  
Accra north  
PO BOX AC 6905  
Email address for Legal notices only: info@wheelzgh.com

## Rules of Vehicle Use

Effective: August 24, 2021

### 1. Persons Permitted to Use Vehicles

Only properly licensed active Wheelz GH Members in good standing are allowed to drive Wheelz GH vehicles. Non-Members are expressly prohibited from driving a Wheelz GH vehicle at any time. Members may drive a Wheelz GH vehicle that has been reserved by another Wheelz GH Member; however all fees and charges, shall be determined in accordance with, and be the responsibility of, the reserving Member.

### 2. Prohibited Uses

2.1 Unless otherwise approved by Wheelz rentals LTD, the use of a Wheelz GH vehicle under the following conditions is prohibited:

- a. any driving test or similar classes;
- b. any speed race or competition;
- c. for the purpose of towing, pushing, or propelling any trailer or any other vehicle;

0201416342



info@wheelzgh.com



Wheelzgh.com



3<sup>rd</sup> Dede link Labone





- d. for the primary business purpose of transporting people or operating a taxi service;
- e. by any person who is under the influence of (i) alcohol or (ii) any drug or medication under the effects of which the operation of a vehicle is prohibited or not recommended;
- f. in the carrying out of any crime or for any other illegal activity or purpose;
- g. in an imprudent, negligent, or abusive manner or any other abnormal use of a vehicle;
- h. by any person who has provided Wheelz rentals LTD with false information or whose representations are determined to be false (including, without limitation, regarding his/her name, age, or address);
- i. driving a Wheelz GH vehicle from the Republic of Ghana into any foreign country.
- j. carrying a number of passengers that exceeds the designed seating capacity of the vehicle or baggage or other items that would cause the vehicle to be overloaded;
- k. carrying or transporting any hazardous, toxic, flammable, dangerous or illegal materials;
- l. driving while using a mobile communication device that may distract you from driving, including driving while texting, emailing, using a cell phone without a hands-free device or otherwise engaging in similar activities that may be prohibited by applicable law; or
- m. use of snow or tire chains.

The foregoing examples are not intended to be exhaustive. Any unreasonable or inappropriate use of a Wheelz GH vehicle, as determined by Wheelz rentals LTD in its sole discretion, may be deemed a violation of these Rules. Without limiting the foregoing, Members must always use Wheelz GH vehicles in accordance with all highway and other

0201416342



info@wheelzgh.com



Wheelzgh.com



3<sup>rd</sup> Dede link Labone





applicable laws and regulations. Wheelz rentals LTD may report to the authorities any use of a Wheelz GH vehicle or other activities that are in violation of law.

Wheelz rentals LTD may immediately suspend or terminate the use of its service by any Member for a violation of any of these Rules. Upon suspension or termination, any existing reservations for the Member or Associate Members (as the case may be) may be cancelled by Wheelz rentals LTD at its sole discretion. In addition, Members will be responsible for any and all costs, charges, fees and expenses incurred by Wheelz rentals LTD as a result of a breach of any of these Rules.

### 3. Reserving Wheelz GH Vehicles

3.1 Members must always reserve a Wheelz GH subscription vehicle in advance of use and will typically be billed for usage fees at the time of booking your reservation. The minimum period for which a Wheelz GH subscription vehicle may be reserved is one hour. If the Wheelz GH vehicle is available, a reservation may be extended in hour increments thereafter via purchase of an additional subscription as provided in Section 3.2 below. Use of a vehicle for a period of longer than fourteen consecutive days may be authorized at Wheelz GH discretion and must be arranged with a Wheelz GH representative.

3.2 If you wish to extend a reservation, you may do so only if (i) the vehicle is available for use for the extension period (for example, it is not reserved by another Member), (ii) the request to extend is completed prior to the scheduled expiration time of your existing reservation and (iii) you have sufficient credit/funds available on the credit/debit card used to make the reservation to pay for the extension.

3.3 You will be charged a 15 GH¢ agent reservation charge per call when a Wheelz rentals LTD customer services representative makes, extends, updates or cancels a reservation for you. This charge does not apply to Services for Disabled Members Schedule, if you are disabled and your disability prevents you from using the website, smartphone or the automated phone system, and you identify yourself as disabled.

0201416342



info@wheelzgh.com



Wheelzgh.com



3<sup>rd</sup> Dede link Labone





#### 4. Vehicle Pick-up and Return/Vehicle Condition/Stolen Vehicles/Belongings and Lost Property

4.1 You must pick up the selected vehicle at its designated Wheelz GH vehicle parking space and return it secured (via membership card or the Wheelz GH mobile app), clean, with at least a quarter (25%) tank of fuel, and in good working order, to the correct and designated Wheelz GH vehicle parking zone by no later than the end time of your subscription or end of your journey. If the vehicle is available you may, at no additional charge, scan in to take possession of the Wheelz vehicle up to 14 minutes before your reservation start time; you will be charged in thirty (30) minute increments if you scan in more than 14 minutes in advance. Please note, however, that scanning into the vehicle prior to the scheduled reservation start time may cause promotional (for example, overnight) discount pricing to no longer apply and regular rates may instead apply to your subscription reservation.

4.2 Prior to taking possession of a vehicle, you must do an exterior walk-around and an interior look-over. Before driving the vehicle, you must advise Wheelz rentals LTD of any damage or abnormality encountered on the vehicle or in the operation of the vehicle. Without limiting the foregoing, you should report to Wheelz GH any warning lights that stay on after the ignition is engaged, any indication of leaking fluids near the vehicle, any cracks or chips in the windshield, missing or inoperable signal or driving lighting, broken or missing rear-view mirrors, any other condition that may render the vehicle unsafe to operate.

If Wheelz rentals LTD is not notified of a problem at the start of a reservation, you will be deemed to be responsible for any problem with the vehicle discovered or reported after your reservation, including, without limitation, damage to the vehicle, lack of cleanliness or low fuel. You may be charged the Damage Fee, a cleaning fee, low fuel fee or other applicable fees, and Wheelz GH may suspend, or may even terminate, your membership.

4.3 The key, key fob or other starting device to the vehicle must remain in the vehicle and/or be returned to its designated position within the vehicle at the conclusion of the reservation. The vehicle must be locked (using your membership card or a Wheelz GH mobile application) at all times when it is not in use during your reservation. You must advise Wheelz GH

0201416342



info@wheelzgh.com



Wheelzgh.com



3<sup>rd</sup> Dede link Labone





immediately if you fail to leave the key/fob/starting device or parking pass (if applicable) in the vehicle. You will be charged additional rates or fees for the vehicle until the key/fob/starting device is returned and you will remain responsible for the vehicle during such period. Additional information about fees may be found in our Fee Policy.

4.4 Reserving Members are responsible for all charges and costs incurred related to the Wheelz GH vehicle for the entire period of the reservation and until the vehicle is returned secured, closed, locked and serviceable (all accessories off, key out of ignition and in proper place, all windows, doors, hatches, sunroofs and other openings closed, parking pass and other accessories in the vehicle) to its designated parking zone. Wheelz GH subscription vehicles must be returned no later than the end time of the reservation and the Member is required to scan out of the vehicle. The Member will be billed for the full amount of the reservation time period, even if the vehicle is returned early. Should a vehicle be returned late, the reserving Member will be responsible for late fees as described in the Fee Policy.

4.5 Stolen vehicles must be immediately reported and the membership card must be immediately returned to Wheelz rentals LTD as proof that Member had the membership card secured when the vehicle was stolen.

4.6 Members must check that they have not left any belongings in the Wheelz GH vehicle. Wheelz rentals LTD shall not be held liable for any belongings left in a vehicle or stolen from a vehicle, and the Member agrees not to hold Wheelz rentals LTD responsible for any such belongings, whether of the Member or any third party.

#### . Refueling and Eligible Expenses

5.1 When you use a Wheelz GH vehicle, Wheelz rentals Ltd is responsible for the cost of fuel (subject to mileage overage fees that may apply to a reservation), but Members are required to fill up petrol/diesel powered Wheelz GH vehicles if the fuel tank drops below one quarter (25%) of a tank. If at the start of your journey the vehicles fuel is below 25% Wheelz GH will reimburse you (via account wallet or subscription) for the actual cost of fuel if you pay for it yourself in accordance with Section 5.3 below up to 25% fuel tank capacity. Members must,

0201416342



info@wheelzgh.com



Wheelzgh.com



3<sup>rd</sup> Dede link Labone





when returning the vehicle, ensure that the tank is at least one quarter (25%) full; you will be charged a fee in accordance with the Fee Policy if the vehicle is returned with less than one quarter of a tank of fuel. **Members must ensure that they use the correct fuel when refuelling the vehicle (gasoline or diesel). Fuel decontamination costs and any other damage or costs (including road side assistance or recovery) arising from the use of the incorrect fuel are not limited to the Damage Fee and are not covered by Wheelz rentals LTD insurance and will be charged to customer.**

5.2 An "Eligible Expense" is defined as (a) an expense incurred by the Member for minor (under 150 GH¢) routine maintenance on Wheelz GH vehicles, such as new wiper blades, light bulbs, or windshield-washer fluid, (b) the cost of fuel when the fuel level is below quarter tank (25%) in bringing the fuel level to quarter tank (25%) and (c) any other expense that is authorized in advance by a Wheelz GH Representative. If you pay for an Eligible Expense, you must keep the actual receipt reflecting the item or service purchased and the date and time of purchase (which must be during your reservation), and note on it the odometer reading at the time of the purchase. Please print your name on the receipt, e-mail it to [info@wheelzgh.com](mailto:info@wheelzgh.com) and subject to our approval, we will credit such amount to the account wallet and or credit/debit card (by exception) you have on file for the applicable reservation. No credit or refund will be given without a receipt, or if the receipt is submitted 30 days or more after the reservation date.

## 6. Maintenance/Cleanliness

6.1 Wheelz rentals LTD will perform all necessary and required routine maintenance on all of its vehicles. However, Members are responsible for the cleanliness of vehicles and we expect Members to assist in helping us to maintain the driving safety and performance of the vehicle, in particular during longer reservations or when the vehicle indicates that service or maintenance is required, by calling 020 141 6342.

0201416342



[info@wheelzgh.com](mailto:info@wheelzgh.com)



[Wheelzgh.com](http://Wheelzgh.com)



3<sup>rd</sup> Dede link Labone







6.2 Atypical noises or driving feel, including but not limited to warning lamps, indicators, inappropriate or strange engine or other mechanical sounds, performance changes or unusual driving feel, must be reported to Wheelz GH as soon as noted. Failure to report such irregularities during the use of a Wheelz GH vehicle may result in the Member's immediate suspension or termination of membership as well as the Member being responsible for any damages resulting from the continued use of the vehicle despite such irregularities. Such damages are not limited to the Damage Fee and are not covered by Wheelz rentals LTD insurance.

6.3 Vehicles may require Roadside Assistance from time to time. Wheelz rentals LTD provides Roadside Assistance support as part of our service, and Members are typically required to stay with the vehicle. If, however, a Member's need for Roadside Assistance results from a breach of this Contract or a violation of Wheelz rentals LTD Rules, the Member may be charged for the costs of the service.

## 7. Breakdown or Incidents

7.1 All breakdowns, accidents or similar incidents involving Wheelz GH vehicles must be reported to Wheelz GH immediately by phone to 020 141 6342.

7.2 *Breakdown and Roadside Assistance.* When using a vehicle, you must follow the owner manual's instructions. If a problem arises that prevents or limits the use of the vehicle or that may compromise safety, you must immediately notify Wheelz GH and follow Wheelz GH instructions. In some instances, members may be required to pay for towing, repairs, and other expenses, if authorized by a Wheelz GH Representative (in which case these amounts will be considered Eligible Expenses reimbursable as provided in Section 5.2). In any case, Members may be responsible for additional fees if they abandon a vehicle without Wheelz GH authorization.

7.3 *Jump start.* If you perform a jump start to the Wheelz GH vehicle, you must inform Wheelz immediately. You are fully responsible for any damage that may result from the improper use of jumper cables or other tools. It is strictly forbidden to provide a jump start to any vehicle

0201416342



info@wheelzgh.com



Wheelzgh.com



3<sup>rd</sup> Dede link Labone





other than a Wheelz GH vehicle after seeking authorisation from a Wheelz rentals LTD customer service agent.

**7.4 Incidents.** In case of an incident involving property damage or any third party, the Member must fill out an official police report form, and, if possible, provide a jointly agreed-upon statement, complete an incident form, and obtain the following information:

- a. Date, time, and place of incident;
- b. The license plate numbers of any other vehicles involved, their make and year, their identification number (serial number), and the insurance certificate's number (with name, address and phone number of the insurance agent);
- c. The names, addresses, and driver's license numbers of the persons involved in the incident;
- d. The name, address, and driver's license number of the owner of the car (if he or she is not the driver);
- e. The name, addresses, and phone number of witnesses, passengers, and any other involved persons;
- f. Circumstances of the incident; and
- g. A police report is required regardless of liability or fault.

**7.5 Investigation and procedure.** Members must provide to Wheelz rentals LTD and any other claims adjustment service the findings of any report or any notice relating to a claim or a lawsuit against Wheelz rentals LTD regarding any incident involving a Wheelz GH vehicle. Members agree to cooperate fully with Wheelz rentals LTD in the investigation and defence of any such claim or lawsuit. A Member's account will be suspended until the investigation has been concluded.

0201416342



info@wheelzgh.com



Wheelzgh.com



3<sup>rd</sup> Dede link Labone





7.6 The Member shall be responsible for the costs related to the repair, recovery, and loss of use of any Wheelz GH vehicle and all third party injuries and property damages resulting from any of the foregoing, up to the current Damage Fee as set forth in the Rate Schedule. Estimates for any costs will be available to the Member for review and costs may be assessed in advance of repair. *Please note* that, as provided in Section 5.1 of the Contract, a Member may be responsible for all applicable damages and costs arising from the Member's failure to comply with the terms of the Contract.

## 8. Traffic Violations

8.1 You are responsible for any traffic violations incurred during your reservation or as a result of your use of a Wheelz GH vehicle. These include, but are not limited to parking, speeding, red light, photo enforcement, and toll violations. You are liable for all penalties/fees from any such violation, including fines for late payment and any processing penalties/fees added by the issuing municipality. You are liable for payment of all tolls and any fines for toll evasion. Wherever possible it is the Member's responsibility to pay the relevant authorities directly. Wheelz rentals LTD may impose a fee of \$50 in connection with processing any such violations. You must report such violations to a Wheelz GH Representative as soon as possible within the prescribed deadline for the violation (for example, if the case is being taken to court). See our Fee Policy for other charges that may apply to violations.

8.2 You must notify Wheelz GH of any traffic violation notices found on a vehicle at the time of pickup of the vehicle. All unreported traffic violations will be the responsibility of a Member if they occur during the time period during which such Member is using or responsible for the Wheelz GH vehicle.

8.3 At the end of your reservation, you must not leave a vehicle in a zone which has parking restrictions. If you leave the vehicle in such a restricted zone, you must immediately notify Wheelz GH, and you will be responsible for any and all violation notices or towing charges incurred by Wheelz rentals LTD.

0201416342



info@wheelzgh.com



Wheelzgh.com



3<sup>rd</sup> Dede link Labone





8.4 Where a violation, incurred during the Member's Reservation Period or after it as a result of failure to adhere to driving, vehicle, traffic or parking regulations, is sent directly to Wheelz rentals LTD, you agree that Wheelz rentals LTD will/may pay the penalty/fee on behalf of the Member and add the penalty/fee to the Member's account. Wheelz rentals LTD may transfer liability for the penalty/fee to the Member in which case the Member would be wholly responsible for all correspondence with the appropriate authority and any penalties/fees due. Any right to contest, appeal, or transfer liability, on any driving, vehicle, traffic or parking charge issued by any authority or body belongs to Wheelz rentals LTD and will be at Wheelz rentals LTD absolute discretion. In the case of speeding notices, Wheelz rentals LTD may pass on the offending Member's details to the police or other authorities.

#### 9. Membership Card/Unlocking of the Vehicle by Wheelz GH.

Members must carry their membership card when using Wheelz GH vehicles and use it or a smartphone to lock and unlock Wheelz GH vehicles. Wheelz rentals LTD will not remotely unlock or lock a vehicle for a Member who has forgotten or lost his/her membership card.

#### 10. Smoking and Pets

Smoking is absolutely prohibited in Wheelz GH vehicles. Pets are too, unless they are transported in locked pet carriers. Members are subject to fees if evidence of smoking or pets is found in Wheelz GH vehicles. Assistance animals are allowed in the car without being in locked pet carriers in accordance with our Services for Disabled Members Schedule. In these instances, a Member will not be charged for regular cleaning costs (i.e., ordinary shedding), but will be responsible for all costs associated with any damage caused by an assistance animal.

0201416342



info@wheelzgh.com



Wheelzgh.com



3<sup>rd</sup> Dede link Labone

