Terms and Conditionals

2GO MOBILITY LTD
26, Tomb of the King, shop 8
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toGO's Terms and Conditions include both the toGO Membership Agreement and the toGO Trip Agreement, setting out the hire and membership details for use of toGO's car sharing services. The Terms and Conditions are made between '2go mobility Ltd' (herein referred to as 'toGO') and the person applying for membership (herein referred to as 'You').

It is hereby agreed as follows:

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1. toGO Membership Agreement

1.1. Signing up to a toGO Membership

By submitting your details for a toGO Membership you agree and abide by all Terms and Conditions included in the toGO Membership Agreement and the toGO Trip Agreement. You also confirm that all

the information provided in your application is accurate and complete and that you meet the Member Eligibility Criteria.

You also confirm your understanding that toGO has absolute discretion to decline your toGO Membership application, whether or not you meet the eligibility criteria. You also understand that toGO has complete discretion to change the Member Eligibility Criteria at any time by updating the Member Eligibility Criteria section without any notification.

You must Contact toGO immediately if there are any changes to your Membership Registration information you provided.

By submitting your toGO Membership application you also acknowledge and give permission for toGO to regularly check your ongoing driving history as detailed in our Privacy Policy. You also understand that toGO has sole discretion to deny or suspend any membership application or ongoing membership based on your driver data returned from verification, as detailed within Suspension or Termination of toGO Membership.

By submitting your registration you also agree and acknowledge that you have read and understood the accompanying documents:

- toGO Trip Agreement
- Privacy Policy
- Pricing Schedule
- Payments and Fees Charges

1.2. Member Eligibility Criteria

To become, and remain a toGO Member with access to toGO cars, you must meet and maintain all of the following eligibility criteria:

- Be at least 21 years of age, and;
- Hold a full valid car driver's licence,
- Have a driving experience of at least 2 years and;
- Have a valid credit card and or debit card in your name as shown on your Driver's Licence.

You will also be asked for additional information to the eligibility criteria to complete your registration which includes a physical residential address, valid contact mobile phone number, valid email address, driver's licence number, type, expiry, date of birth and disclosures of any driving convictions, excluding parking fines.

You may also be required to undertake a credit check and/or criminal history check for membership approval and ongoing membership requirements if requested by toGO. The results of these checks may result in a denied application or terminated Membership Agreement.

You also understand that a restricted amount of users can use the toGO service before the network reaches capacity. You also understand that your anticipated usage of toGO's services is considered along with your membership application, and that toGO can delay and or deny any application if your projected usage is incompatible with the network supply.

1.3. toGO Membership Assessment

toGO will assess your membership application for eligibility against the Member Eligibility Criteria. toGO has entire discretion to deny any member application for reasons which toGO deem appropriate.

If your toGO Membership Application has been approved, toGO will notify you via the email you have supplied in your application with instructions on how to complete your Driver Profile. Your Driver Profile

must be completed within 30 days of toGO's notification before toGO's offer of membership is withdrawn. Throughout this period, no provisioning of toGO's services will be available until this profile is completed.

When your Driver Profile is completed your member billing and access to toGO's cars commences.

If your membership has been rejected due to incomplete details, or your details have changed since your initial application, or you have not responded in 30 days to accept toGO's offer of Membership; you can Contact toGO to have your membership re-assessed. Re-assessment does not in any way constitute approval of a toGO Membership and the normal Member Eligibility Criteria still applies.

If your membership has been rejected, you acknowledge that toGO can hold and maintain records of your denied application details in line with our Privacy Policy, and you give full permission for toGO to re-approach you if the eligibility criteria supports your application at a later date. To accept a re-approached membership offer, you will be required to complete a Driver Profile within 30 days of toGO's notification before toGO's offer of membership is revoked. Throughout this period, no provisioning of toGO's services will be available until your Driver Profile is completed. When your Driver Profile is completed your Membership billing and access to toGO's cars commence.

1.4. Driver profile

To validate, and to continue using toGO's services, you agree that you must have a valid, up to date Driver Profile.

Your Driver Profile contains the following information:

- Full name as shown on your licence
- Physical residential address
- Valid cell phone number
- Valid email address
- Current credit or debit card held in the name shown on your drivers licence

You acknowledge and agree that it is your responsibility to update your Driver Profile via the toGO App with any change of details which includes any change in:

- Traffic violations or convictions (excluding parking infringements)
- Driver licence details including suspension, expiry, suspension, termination or loss
- Credit card details
- Physical address, mobile phone number or email address

If you do not Contact toGO and advise any change in the details listed above, you understand that you have breached the toGO Membership Agreement and toGO can act without prejudice, to suspend or cancel your toGO membership and pursue any outstanding fees charges and damages as specified in Payment of Fees and Charges.

Your personal Driver Profile details are stored in accordance with toGO's Privacy Policy.

You may change membership pricing plans or cancel your toGO membership at any time by submitting your request to us in writing at Contact toGO. Changes will take effect in the following calendar month. Any portion of unused monthly membership fees will not be refunded.

1.5. toGO app

Cars are accessed via the toGO App which is available for smartphones including iPhones, iPads and Android phones. The toGO App also provides information on your toGO account, toGO contact details, instructional content, location of cars, car access and trip survey questionnaires.

You understand that this is to prevent improper or unathorised use of your membership and that you will be held responsible for all fees, costs and damages in connection with your toGO account if somebody else uses your membership through the toGO App to access toGO cars.

You acknowledge that you will not use the toGO App for any use than what it is intended for, or attempt to enter the cars through any other means other than the toGO App.

Any improper use of the App may result in suspension or termination of your toGO membership, referral to local authorities and or any applicable costs arising from damages to toGO

1.6. Suspension or Termination of a toGO Membership

toGO reserves the right to suspend or terminate your membership and access to toGO's cars at any time without prejudice. This may, but is not limited to, the following circumstances:

- If you do not comply with any terms of this toGO Membership Agreement.
- If you no longer have a valid car Drivers Licence.
- If you are charged or convicted for a major traffic violation and or fail to report any change to toGO.
- If you do not inform toGO of any changes of personal details included in your Driver Profile.
- If you are found at fault or partially at fault for any accident.
- If you have an ongoing history of car damage, which toGO determines is unacceptable.
- If you have an ongoing history of leaving the car in a dirty state which toGO determines is unacceptable.
- If your behaviour whilst using toGO's services including driving and parking, is deemed by toGO to be unacceptable.
- If you have an ongoing history of not ending your trip in an Approved toGO Carpark within the city Home Zone.
- If toGO experiences any issues in regards to payment to your specified charge method or you do not pay any amounts that are due to toGO.
- If you do not provide full cooperation with information and assistance, with all toGO requests relating to an insurance claim, infringement or speeding fine or lost property investigations.

You acknowledge and agree that toGO can terminate this agreement and your toGO membership at any time. toGO will disable your access to cars and provide a notification email to the email address saved in your Driver Profile.

You may choose at any time to cancel your toGO membership by advising in writing to Contact toGO. toGO will confirm the termination in writing to the email address you have provided in your Driver Profile. Any unused membership fees will not be refunded.

Even if the toGO Membership Agreement has been suspended, terminated or cancelled, you must still make payment of all oustanding fees, including any damages incurred to toGO under this toGO Membership Agreement.

2. toGO Trip Agreement

As included within the toGO Membership Agreement you agree to comply with the following conditions for every trip in a toGO Car. A trip commences when the 'unlock car' function is selected and is completed when you select 'end trip' in the toGO App.

You acknowledge that whilst using the toGO car you shall:

1. Always have your drivers licence physically on you at all times.
2. Always complete a visual damage inspection before driving the car and immediately report any issues to Contact toGO.

3. Take all reasonable care and attention when driving and parking the car.
4. Ensure the car is locked securely when unattended by using the car keys found in the card and key holder in the glove box. A trip cannot be completed until the keys are returned to the card and key holder.
5. Return the car in a clean, tidy, acceptable manner and remove any rubbish and/or debris left on the car floor mats. If the car is soiled or requires additional cleaning directly from your trip please inform toGO by requesting it through the in-app chat or Contact toGO.
6. Return the car to an Approved toGO Home Zone.

If any warning lights of the car are activated throughout your trip you must safely stop driving and consult the Owners Manual located in the car's glove box. If you are unable to solve the problem you must Contact toGO immediately and follow toGO's instructions.

2.1. Critical Events

You acknowledge and accept that your toGO insurance will not apply to any of the critical events listed below, and also that your membership may be suspended or terminated, car repossessed, and or fees charged as specified in the Pricing Schedule, if any critical events occur whilst using the toGO service.

You acknowledge that when using the toGO service, you shall not:

1. Allow or operate the car without your physical Driver's Licence.
2. Allow anybody else to drive the car unless they are an approved toGO Member.
3. Allow anyone to smoke in the car.
4. Allow or use the car recklessly.
5. Allow any animals to be transported in the car without cleaning hair or other animal's messes.
7. Allow the car to be used outside your control.
8. Allow the car to be hired or rented to another party.
9. Allow the car to be involved with any illegal activity.
10. Use any hand-held electronic devices whilst driving the car.
11. Allow the car to carry more occupants in excess of the manufacturer's specifications, as detailed in the Owner's Manual located in the car's glove box.
12. Use the car for transportation of passengers for a fare or reward unless you have prior written confirmation from toGO.
13. Allow the car to carry dangerous goods as defined by the act 14(I)/2010 - The on Road Transport of Dangerous Goods.
14. Allow or operate the car in any circumstances when the driver is under the influence of alcohol or a drug.
15. Allow or operate the car in a manner which breaches any Act, regulations, rules, or bylaws relating to road traffic in Cyprus.
16. Register or claim to be entitled to register any interest in the Car.
17. Allow or operate the car, for towing or propulsion of another car.
18. Interfere or modify any part of the car, including the engines, transmission, suspension, brakes, body panels, chassis, batteries, glass or interior components, outside the intended use as detailed within the manufacturer's specifications located in the glovebox.
19. Allow or operate the car when it is an unsafe or unroadworthy condition when such condition has arisen during the course of the hire, that has caused or contributed to damage or loss, when it would be reasonably expected that you were aware of the unsafe or unroadworthy condition of the car.
20. Leave or fail to remain at an accident scene, or event before the arrival of a tow or salvage operator.
21. Refill the car with any other fuel type other than what is listed on the fuel cap.
22. Allow the car to be used on a beach, riverbed, floodwater.

23. Taken aboard a car ferry.
24. Cross the border or drive across North Cyprus (The Turkish Republic of Northern Cyprus).
25. Allow or operate the car beyond the terms of the toGO Membership Agreement which includes the toGO Trip Agreement, or any agreed extension of terms which is agreed in an emergency circumstance.
26. Allow the car to be used in a manner or under circumstances that insurance might not be available (see Insurance Exclusions).

toGO has the right to terminate any trip without prejudice or notice and take immediate possession of the car for any member who fails to comply with any terms of the toGO Membership Agreement which includes the toGO Trip Agreement

2.2. toGO's Trip responsibilities

toGO is responsible to provide a reliable car of road worthy condition, which also:

1. Has a current car registration
2. Has a current Certificate of Fitness

toGO is responsible for all costs with operating the car throughout the term of the trip except to the extent of those costs are payable by you as specified in the toGO Membership Agreement which includes the toGO Trip Agreement.

2.3. Beginning your Trip

You can reserve a car in advance up to the booking time as specified in the Pricing Schedule. Reservations can be made via your toGO App or other methods which toGO may make available. Only one reservation at a time is possible per toGO Member, which can be cancelled at any time via the toGO App (note that cancellation fees may apply as set out in the Pricing Schedule).

If you do not commence your trip within the reservation timeframe, your reservation will expire and your car will be available for other toGO Members to reserve or use. toGO has full disclosure to cancel any reservations due to reaching car network capacity, technical or mechanical reasons, emergency, safety, or business operational reasons that may arise.

When you arrive at your car select unlock on the toGO App. Please be aware that in some cases it can take up to 1 minute for the car to receive any lock/unlock commands, depending on mobile network latency.

If you have any issues regarding reserving or opening your car please Contact toGO.

Pre-Trip Check

Before you begin your drive in the car, you agree to:

1. Familiarise yourself with the car and the supporting car documents on the toGO App and car manual in the glove box.
2. Check that the fuel card and car keys are correctly located in the glove box. The car keys could be located on the shelf below the radio and gear stick.
3. Inspect the interior and exterior for any damages above and beyond normal wear and tear as detailed in the toGO Membership Agreement and for any items of lost property from the previous hirer.

If you discover any damage to the exterior or interior, or any car interior soiling you must Contact toGO immediately and advise. toGO will determine a solution which may include making alternative arrangements if the car can no longer be used.

You understand and agree that if you do not check, and or communicate any existing damage at the beginning of your trip to toGO, that the damage will be deemed to have occurred during your trip and the applicable damage fees will be charged to you as detailed in the Pricing Schedule, unless it is proved to toGO's satisfaction that the damage was pre-existing.

By selecting 'Unlock Car' in the toGO App you agree and accept the terms of the toGO Trip Agreement and the external condition of the car.

2.4. Accidents Damage and Breakdowns

In any emergency situations dial Ambulance Police or Fire on 112 Any accidents, damages, breakdowns, or defects (regardless of cause) must be reported to Contact toGO immediately. You must also inform the police if it appears that there has been arson, theft, burglary or malicious damage during your trip.

You will be required to complete an incident report which is located in the car glovebox which will require:

1. the name, residential address, contact phone and licence number of any person involved (Third Party) and the name of their insurer;
2. the registration numbers of all cars involved;
3. an accurate written and diagrammatic description of the Accident and location;
4. the names of attending police officers (if any) and the stations at which they are based.

You shall not allow, arrange, or undertake any car repairs or salvage unless with the express consent from toGO, except where the repairs or salvage are necessary to minimise the damage or danger to people, the car or other property.

If the car requires repair or salvage, toGO has absolute discretion to:

1. Provide an alternative car or transport solution, albeit a different car type from the initial car (subject of course to network capacity and practicality), or
2. Terminate the trip immediately.

toGO is only responsible for a refund of any toGO fees and charges incurred by you during any period of a car defect or breakdown. You acknowledge and agree that toGO is not responsible for loss of employment or opportunity, disrupted travel plans, missed flights, or any other type of loss (whether direct, indirect, or consequential).

2.5. Liability

You are liable for:

1. any loss of, or damage to, the car and its accessories;
2. any consequential damage, loss or costs incurred by toGO, including salvage costs, loss of ability to use the car, and loss of revenue; and
3. any harm to, loss of, or damage to, cars and property of third parties, arising during the term of hire or afterwards if not left in an Approved toGO Home zone.

2.6. Insurance

All toGO cars have car insurance and third party cover, excluding any trips covered under the Corporate Self Insurance agreement. Insurance is subject to:

1. The excess set out in the Pricing Schedule;
2. A damage administration fee as detailed in the Pricing Schedule; and
3. The Insurance Exclusions listed below.

You must cooperate with toGO and our insurers in good faith on all insurance related matters including following directions, and providing reasonably requested information and assistance

If you have your own insurance provisions you acknowledge that you are still held personally liable for the full amount payable to toGO regardless of when or if your insurer makes payment to yourself.

You acknowledge that there is no insurance cover for any personal items left in the car by you or any passenger, which is stolen from the cars, lost or damaged through the trip period or for any items left in the car after you complete your trip.

2.7. Insurance Exclusions

toGO's insurance will not provide cover for the following (please note that the following is a summary only – toGO's full insurance policy is available on request):

- Any loss, damage or liability while the car is being driven by, or otherwise in the charge of, someone else (regardless of whether that person is a toGO Member) who:
    - does not have a licence which is in full force and effect to drive the car at the time and place of the accident;
    - following an event resulting in a claim fails or refuses to permit a specimen of blood or breath test to be taken after having been lawfully required to do so;
    - has a proportion of alcohol in his or her blood or breath which exceeds the legal limit prescribed;
    - is convicted of any alcohol or drug related offence arising out of the circumstances resulting in any claim;
    - is not complying with the conditions of their licence;
    - is under the influence of alcohol or drugs and where alcohol or drugs contribute in any way to the accident. This means a claim may be declined even if you are under the legal limit prescribed;
    - leaves the scene of the accident when it is an offence to do so;
    - allows or operates the car, whether legal or otherwise, to be:
        - tested for or engaged in racing, sprinting, drag racing, pacemaking, hill climbing, off-roading, reliability or time trials, rallying, speed tests or any form of motorsport or high speed driver training;
        - used in a manner that would be contrary to your toGO Membership Agreement, the purpose for which the car was designed, or the use of a car as defined in the road transport legislation of Cyprus.
        - in an unsafe or roadworthy condition;
        - loaded or operated in excess of the manufacturer's recommended specifications, or loaded contrary to the law, or its ancillary plant or machinery being operated contrary to the law;
        - on hire.
- Any damage resulting from a car not being returned to an Approved toGO Home Zone.
- Any loss, damage or liability arising from, or claim for:
    - aggravated, punitive or exemplary damages, fines and / or other penalties or reparation orders;
    - any unreasonable, criminal, reckless or wilful act or omission by you or by anyone in charge of the car;
    - subsidence, landslip, erosion or geothermal activity;
    - personal injury as defined and / or for which cover is provided;
    - the cost of defending any charge or charges relating to any continuing offence under any act.
- Liability for:

- loss or damage if you have agreed with any party to accept responsibility for any loss or damage for which the law would not otherwise hold you responsible for;
- bodily injury.

- Loss, damage or liability arising directly from or occasioned by or through or in consequence directly or indirectly of or claim for war, invasion, act of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law, confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public authority, or any act of any person or persons acting on behalf of or in connection with any organisation the objective of which includes the overthrowing or influencing of any de jure or de facto government by terrorism or by any violent means.
- Where you act contrary to toGO's Terms and Conditions, including circumstances amounting to a Critical Event

2.8. Refuelling

toGO endeavours to keep the cars fuelled with gasoline however it is your responsibility to ensure you have enough fuel for your trip. If fuel drops to 1/4 volumes of the tank capacity you must go to Esso fuel station in Cyprus and fuel the toGO car. Please use the toGO fuel card located in in the car's glovebox. Esso fuel station locations can be found here: https://www.esso.com.cy/en/stations.

The fuel card will only accept charges relating to the fuel type listed on the inside of the cars petrol flap. After you have completed refuelling please use the card to pay for the fuel and return the fuel card into the glove box.

The fuel card remains the property of toGO. You must not:

- Use the fuel card to purchase fuel that has not been put into the toGO car.
- Copy, manipulate or destroy the toGO card in any way.

You acknowledge and take full responsibility for any unauthorised charges that have occurred on the fuel card whilst in your control. You understand and accept that if there is a discrepancy in the fuel you have put in the car and what has been charged to the fuel card, that you are personally liable for payment and your toGO Membership may be terminated as a result.

If the fuel card of your car is lost, stolen, damaged or malfunctioning, you must Contact toGO immediately to prevent any unauthorised use. If the fuel card has not been returned to the card holder in the car's glove box, the individual trip will not complete.

If it is not practical to use the fuel card, you may refuel the car yourself and submit to toGO within 30 days a photo of the fuel receipt. toGO will require you to confirm the receipt details showing the date, time, location and GST number of fuel station, type and volume of fuel purchased and the total fuel amount. You will have the option to have the funds refunded to your nominated payment method saved in your Driver Profile. If your toGO account is in deficit, toGO will automatically apply the credit to your account.

If you submit a fuel reimbursement claim, an administration processing fee as detailed within the Pricing Schedule may be applicable for acts of negligence such as putting the incorrect fuel in the car and/or intentionally choosing to not use the toGO supplied fuel card or refuelling station.

If the car runs out of fuel when on hire to you please Contact toGO. Please note you will be liable for call out, tow and salvage fees associated with retrieval storage and repair of the car, together with all costs of retrieval or relocation a non-returned car.

2.9. Cleaning

toGO cleans each car regularly and it is expected that each member takes care to return the cars in a tidy acceptable condition. This includes removing all rubbish, wiping down sticky surfaces and or dusting the car mats of any debris left from shoes.

If you feel that the car's interior and or exterior require attention directly resulting from your usage, please inform us use the in-app chat function to request a cleaning service. toGO will then triage your car for cleaning and charge the applicable cleaning fees as detailed in the Pricing Schedule to your payment method saved in your Driver Profile.

If you have soiled the car or spilt liquids, vomit or blood, please remove as much as possible so as to not leave long lasting interior damage and Contact toGO immediately. A soiling charge as detailed within the Pricing Schedule may apply.

If you arrive at your toGO car and do not feel the cleanliness it is at the appropriate standard, please Contact toGO. toGO will arrange another car if available.

You understand and agree that if you leave the car in an unacceptable condition as determined by toGO, toGO will charge a cleaning fine as detailed in the Pricing Schedule and may also suspend or cancel your membership.

2.10. Lost Property

toGO encourages you to check all compartments, seats and the boot after you complete your journey to ensure you take all your property.

If you are missing something, or you find any lost property in a car from another member, please Contact toGO. In the case of finding another member's item, leave the item in the car and toGO will arrange for it to be returned.

You acknowledge and accept that toGO, and/or any other toGO members cannot be held responsible for any items that you leave in the car during and/or after a trip.

2.11. Returning your car at the End of a Trip

To return your car at the end of a trip you acknowledge and accept that you will:

1. Return your car to an Approved toGO Home Zone
2. Ensure that the car is turned off
3. Check the car for any items of lost property and remove all signs of rubbish
4. Ensure the fuel card and car keys are returned to the glove box
5. Complete a damage inspection and Contact toGO if any new damage has occured on your trip

To end your trip you must lock the car by using the toGO App. A trip can be ended only if the car is locked.

You are responsible for ensuring that your trip has ended successfully and the car is locked. You also acknowledge and accept that if you do not successfully end your trip you will be charged in accordance with the Pricing Schedule until the trip has actually been completed.

If you have any issues completing your trip please Contact toGO.

2.12. toGO Home Zone

You can start or end your trip in any toGO Home Zone. The toGO Home Zone is an area where you can pick up toGO car and start the trip or return your toGO car at the end of a trip. The toGO Home Zone is always marked on the map in the toGO app.

When a car is in the Home Zone the trip may be started or ended successfully in toGO Home Zone. In case the toGO car is outside of the Home Zone, a trip cannot be ended.

A trip must not be ended in any of the following prohibited parking spaces within the Home Zone:

- In any loading zone, or P time limit
- Disabled parking
- Residents parking
- Taxi or bus stops as well any other transport providers designated parking spaces
- Private parking lot for access to which a permit is required (specialized or shopping complex)
- Parking lot with the presence of a barrier and a Parking card
- Underground Parking lot or multi-level Parking
- In the territory for access to which it is necessary to pay for entry and/or Parking
- In any other territories of limited access

If you end your toGO trip in any prohibited parking spaces you will be liable for all charges and damages incurred, including any infringements, towing or salvage fees and Unauthorised Parking Fees as detailed within the Pricing Schedule.

If you have any questions about approved parking spaces please Contact toGO.

2.13. Repossession of Car

toGO may end an individual trip and repossess the car (and enter any premises and remove the car) at any time if toGO believes:

1. you are in breach of the toGO Membership Agreement, which includes the toGO Trip Agreement; or
2. the car to be endangered or damaged; or
3. the car has been associated with actions that endanger people, property, or toGO's reputation.

In the event toGO ends an individual trip and / or repossess the car:

1. you will be notified that the car has been repossessed via email to the address saved in your Driver Profile along with any outstanding amounts owing;
2. any personal items found in or on the car by toGO will be left the following day to a local police station which you will be notified via email saved in your Driver Profile;
3. toGO will not be liable for any charges or damages you experience in relation to the repossession of the car;
4. you will have no right to a refund of any part of the fees and charges levied in accordance with the Pricing Schedule;
5. you will additionally be liable for a repossession fee as detailed in the Pricing Schedule.

Ending an individual trip and repossessing the car shall be without prejudice to the other rights and remedies of you or toGO.

3. Pricing Schedule

Please see our cars sharing prices or long term rent in toGO mobile app or website details.

4. Payment of fees and charges

You shall pay toGO for the applicable charges in the Pricing Schedule relating to the membership you have selected and the corresponding minute, hourly, daily rates. You authorise toGO to charge all amounts payable to your payment method as saved in your Driver Profile.

In addition, you acknowledge that you shall be liable for any additional charges relating to your rental term as specified in the Pricing Schedule which include:

1. Excess kilometre charges for distance travelled in advance of the daily limit detailed in the Pricing Schedule for every kilometre overrun.
2. Traffic, Road toll, infringement parking, speeding, or traffic signal offences. (Each an infringement notice).
3. Any damages or repairs of the car and loss of use arising from any acts of neglect, and uninsured events.
4. Car relocation costs if car is not returned to a toGO approved car parking space.
5. Any cleaning fees arising from the return of the car which toGO considers to be in an excessively dirty condition which requires extra cleaning resource. This includes but is not limited to, food, vomit, spillage of fluids, stains, hair, sand, grime, rubbish removal, unpleasant odours and any smoking or tobacco residue.
6. Interest on any unpaid amounts.
7. A card payment dishonour fee.
8. toGO administration charges which are detailed in the Pricing Schedule.
9. Any parking infringements, recovery costs, and Unauthorised Parking Fees as detailed in the Pricing Schedule, for not ending your trip in an Approved toGO Home Zone.

You agree that any membership fees will be charged in advance at the start of each membership period to your nominated payment method. You also agree upon booking each car an authorisation hold is placed on your charge card and the corresponding charges are finalised when the trip is completed. You understand that a trip cannot commence unless the membership fee and authorisation amount has been approved. toGO has sole discretion to change this authorisation value with 30 days written notice.

toGO will forward any Infringement Notice and associated reminder notices (if applicable) to you for any charges you incur. You have the right to challenge, complain about, query or object to the alleged offence to the issuing enforcement authority. You have the right to seek a court hearing within 56 days from the date of the Infringement Notice or 28 days from the date of issue of a reminder notice. toGO will forward to your nominated address any Infringement Notice received in connection with your trip together with these Terms and Conditions within five working days of receipt of the Infringement Notice. toGO will notify you of any additional charges arising from an Infringement Notice prior to charging your payment method as saved in your Driver Profile.

If you fail to pay for any money due in connection with your toGO Membership including the minute, hourly, daily rates and any extra charges as detailed in the Pricing Schedule within 14 days of the due date which you were required to pay the money, toGO may charge without prejudice, and you must pay all additional cost as outlined below:

1. All debt, legal or other external agency collection fees and charges incurred by toGO for the recovery of the outstanding costs.
2. Interest charges on the outstanding costs exceeding the 14 day grace period. Interest accrues at a rate of 10% per annum in excess of the interest rate payable by toGO for overdraft fees calculated on a daily basis, compounding monthly. This is charged daily until the payment is actually received.
3. toGO debt management fee as detailed in the Pricing Schedule.

5. Refund Policy

toGO will refund any charges which toGO deem to have been charged in error, or outside the terms of this Membership Agreement. toGO will action the request within five working days of notification.

This excludes any Damage Liability Charges which will only be refunded once an insurance claim has been closed.

toGO will not refund any charges for any denied membership applications or denied insurance claims.

Refunds will only be deposited in the nominated payment method as included in your Driver Profile. A credit note will also be issued to your nominated email address as included in your Driver Profile.

6. Dispute Resolution

If you believe there has been an error in the charges relating to toGO's services, or you have a complaint of any kind relating to toGO's services; please Contact toGO in the first instance.

7. Privacy Policy

Your personal information is governed by our Privacy Policy available on toGO mobile app and website.

8. How to Contact toGO

In an Emergency

Please contact us in in-app chat

For all other enquiries

We operate an in-app and online chat in the lower right corner of our product. Or you can email us at info@togorent.com

Physical Address

2GO MOBILITY LTD
26, Tomb of the King, shop 8
8046 Pafos