

CONSUMER HIRE AGREEMENT REGULATED BY THE CONSUMER CREDIT ACT 1974

GENERAL TERMS

1. THESE TERMS

- 1.1 **What these terms cover.** These are the terms and conditions on which we offer you Mocean subscription ("Our Services"), which consist of both digital and in-person services, as fully described below. In the event of any conflict between these terms and any other terms we provide to you, the provisions contained in these terms shall prevail.
- 1.2 **Why you should read them.** Please read these terms carefully before you sign up for Our Services. These terms tell you who we are, how we will provide Our Services to you, how you and we may change or end this contract, what to do if there is a problem, and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1 **Who we are.** We are Hyundai Connected Mobility ("we" or "us"), a company incorporated in Germany. Our company registration number is HRB56445 and our registered office is at 5 Kaiserleipromenade, Offenbach, Hessen 63067, Germany. Our UK Establishment office is at Birchwood Building, Springfield Drive, Leatherhead, Surrey KT22 7LP with UK Establishment number BR026590. We provide Our Services, described in these terms, under the trading name Mocean Subscription.
- 2.2 **How to contact us.** You can contact us by telephoning our customer service team on 0344 346 0124 or by writing to us at customercare@moceansubscription.co.uk.
- 2.3 **How we may contact you.** If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address that you provided to us in your order.
- 2.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

3. OUR CONTRACT WITH YOU

- 3.1 **What Our Services are.** Our Services allow you to rent a vehicle from our fleet (the "Subscription Vehicle") for your personal use, in accordance with the details of the subscription plan of your choosing (the "Subscription Plan"). You may view our Subscription Plans and select yours at moceansubscription.co.uk. Our website and all digital interfaces related to Our Services will be referred to as the "Platform." The Subscription Plan chosen by you determines the model of your Subscribed Vehicle and the duration of the rental, along with other important details outlined below. **A full description of Our Services available with each Subscription Plan is also set out in Annex 1 below.**
- 3.2 **We only provide Our Services in the United Kingdom** (the "Territory"). Our promotional materials and the Platform are solely for the promotion of our products and the use of Our Services in the Territory. Unfortunately, we do not provide Our Services to persons residing outside of the Territory.
- 3.3 **We will only provide Our Services to you once we verify and establish your eligibility for Our Services.** Our Services are available to natural persons aged between 25 and 70 years, who have successfully passed our information validation and credit scoring processes (collectively the "Verification Process") described below.
- 3.4 Our Verification Process takes place after your selection of, and registration for, a Subscription Plan (the "Registration"). In order to complete a Registration, you must create a personal account on our Platform ("Your Account") and provide us with certain information. This information must be exact, valid, and up to date.

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- 3.5 **As a condition precedent** of entering into this contract, your Registration must have been accepted by us. You represent to us that all information which you submit to us in the context of the Registration is accurate, valid, and up to date.
- 3.6 **You may need to submit further information or documents, even after your Registration.** If your driving licence is renewed or replaced, if you move address, or if your information (including your payment method) changes during the Term of this contract (please see the definition of "Term" in Clause 3.9 below), you are obliged to provide us with the new version of your driving licence and/or your updated information. In order to do so, you must upload new documents or input new information within Your Account. In the case of a change of address, we will also ask you to upload a utility bill to confirm the new address.
- 3.7 **After you complete the Registration, we will initiate the Verification Process,** by checking the information and the documents, including your driving license, which you have provided to us. You will thereafter receive an email notification from us with regard to the status of approval.
- 3.8 **You may then choose your Subscription Vehicle delivery method, collection date and location, after which you will be asked to confirm your payment details** (the "Final Step"). You will then receive confirmation, and we will generate the Special Terms of your contract. The Special Terms, once generated, appear at the beginning of the contract under the heading "Special Terms", itemising the personalised details of your Subscription Plan, including the details of your Subscription Vehicle, the price breakdown, the chosen mileage, the method of your payment, as well as the starting date and the duration of the contract.
- 3.9 **Your contract for Our Services includes general terms and special terms.** The general terms are set out in this contract under the heading "General Terms". The special terms, appearing at the beginning of this contract under the heading "Special Terms", will prevail over the general terms in case of inconsistency or contradiction. After the Final Step, you will be asked to confirm the terms of this contract by digitally signing it. Your contract with us, which begins only once the Verification Process is completed and we have accepted your application, will be in effect until it ends, or is ended in accordance with the rules set out in this document (the duration of our contract is referred to as the "Term").
- 3.10 **If we are unable to accept your Registration,** we will notify you of this decision. This might be because the data you submitted to us in the Verification Process has not met our requirements. In this case, we will not enter into a contractual relationship with you and will not have any obligations towards you relating to Our Services.
- 3.11 **This contract will only come into effect once the Verification Process is completed and we have accepted your application.** This contract will only come into effect on condition that you successfully complete the Verification Process, and once we confirm to you in writing that your order has been accepted. Once we have accepted your order (but not before), we will have a binding contract with you. We may in our sole discretion choose not to accept your order, including if the results of your credit check or other factors do not meet our requirements.

4. YOUR REGISTRATION ON THE PLATFORM AND THE VERIFICATION PROCESS

- 4.1 In order to complete your Registration for our vehicle subscription services, you must submit to us certain information and a copy of your driving licence. The information we require from you consists of:
- Your personal information: your name(s), surname(s), and your date of birth.
 - Your contact information: your current postal address, your email address, and your phone number.
 - A photocard driving licence valid in the UK. (The paper counterpart to the photocard driving licence will not be accepted);and
 - In the event that your driving licence does not show your residential address, a utility bill issued within the last three months.
- 4.2 You may complete your Registration by following the Registration instructions displayed on the Platform and uploading a digital scan of your driving licence by using the Platform's document upload function. Alternatively, you may complete your Registration with the help and guidance of our customer service representatives, who can be telephoned on 0344 346 0124. They are available Monday to Friday from 09:00 to 17:00.
- 4.3 Our information validation process consists of verifying the information which you submit during the Registration against the following requirements:
- You must be aged between 25 and 70 years.
 - You must have been a permanent resident of the UK for at least 12 months and have held a full UK driving licence for a minimum period of 12 months.

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- c) You have not had any insurance policy cancelled, refused, or voided by an insurer due to misrepresentation.
 - d) You must not, during the last 5 years, have been convicted of, or have a pending prosecution for, any offence or combination of offences which resulted in, or may result in, more than 7 penalty points on your driving licence or which resulted in, or may result in, a loss of licence or suspension or ban from driving.
 - e) You must not have a non-motoring conviction that is not spent under the Rehabilitation of Offenders Act 1974.
 - f) You must not have any medical condition that has resulted in you being advised by a doctor to stop driving; and
 - g) You must not have suffered from any disability or medical condition which has not been notified to the DVLA or which has been notified and resulted in the refusal of a driving licence.
- 4.4 Each of these requirements is also applicable to any additional driver. From time to time, an application meeting these requirements may nonetheless be rejected based upon additional criteria established by us or our insurance provider(s). At our sole discretion, you or any additional driver may additionally be restricted from subscribing for or driving certain Subscription Vehicles based upon driving history and experience.
- 4.5 You must accurately, truthfully, and fully inform us immediately of any change that might affect your ability to meet the requirements listed above, or of any other reason that might affect your eligibility, at any time before or after the contract comes into effect. In particular, you must notify us if your address changes, if you or any additional driver loses his or her driving licence, if further endorsements are recorded on the driving record of any driver, or if any driver is convicted of an offence relating to driving.
- 4.6 By providing us with the required information to assess your eligibility for a Subscription, you automatically give us permission, during the Subscription Term, to periodically and as we deem necessary, carry out checks as required to assess your continued and ongoing eligibility for a Subscription against our defined criteria. If we require your assistance to perform the checks you will provide your assistance promptly, and in any event within 7 days, failing which we reserve the right to terminate the contract with immediate effect. We may ask you for a DVLA check code at any time in order to access your DVLA records and reconfirm compliance with our requirements. We reserve the right to terminate the contract with notice for any breach of the qualifying requirements, which will be deemed to be a breach of a material term under the termination section below. If we determine that you are no longer eligible to receive the Services as a result of any corrected or updated information, or any change (in our sole discretion) to our eligibility criteria which has the effect of you no longer meeting such criteria, we may terminate your Subscription immediately.
- 4.7 Satisfying our information validation process does not give you an automatic right to conclude a Subscription Plan with us. You must also meet our affordability criteria and credit checks.
- 4.8 Our credit scoring process consists of verifying your ability to pay your invoices. In order to perform this verification, we will use a credit reference agency to search your credit files. This requires our credit verification partner (the "Credit Scorer") to access certain of your private information. Your acceptance of the Credit Scorer's terms and conditions takes place prior to the credit verification.
- 4.9 For information regarding the privacy of the information and documents which you submit to us during the Registration or otherwise through Your Account, please refer to our Privacy Policy (<https://uk.subscription.mocean.com/document/privacy-policy>)
- 4.10 **Please note that the Subscription Vehicle may be equipped with geolocation devices that will allow us to access to information about the Subscription Vehicle's location. This is described in the Privacy Policy.**
- 4.11 You may need to submit additional information or documents, even after you complete the initial stage of your Registration. We may write to you to request further documents or information from you during our Verification Process in order to help us validate your identity, driving experience, postal address, your creditworthiness, or other approval criteria.
- 4.12 **If we approve your Registration, we will send you written confirmation of our approval by email within one working day.**

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4.13 **If we are unable to approve your Registration, we will inform you of this in writing.** This might be because the data you submitted to us has not met our requirements or is insufficient for our Verification Process. In this case, this contract will not enter into force, and we will not have any obligations towards you relating to Our Services.

5. **OUR SUBSCRIPTION VEHICLES AND SUBSCRIPTION PLANS**

- 5.1 **Our Subscription Vehicles may vary slightly from their pictures.** The images of the Subscription Vehicles depicted in our brochure and on the Platform are for illustrative purposes only. Although we have made every effort to display their colours and features accurately, the Subscription Vehicle provided to you may vary slightly from those images.
- 5.2 Each Subscription Plan will have a subscription duration selected by you at Registration (the "**Subscription Duration**"), which begins on the day of the handover of your Subscription Vehicle to you. This means that if you wish to cancel your contract with us before the end of the Subscription Duration, you will have to pay us a cancellation fee as set out in Annex 2. This condition does not apply when you exercise your right of withdrawal described in Clause 6.1 below.
- 5.3 Your Subscription Plan will end on the last day of the Subscription Duration, and in any event no later than 24 months from the date of handover of the vehicle as per clause 5.6, unless you have previously selected a Subscription Duration of more than 24 months (and we have agreed to this). No Subscription Plan shall be extended automatically beyond the last day of the Subscription Duration. If you were previously on a monthly rolling contract, your Subscription Plan will end 30 days after receipt of these terms and conditions. We may contact you 30 days before your contract ends, so that you can decide whether you wish to re-subscribe for another Term. You will be subject to a new set of eligibility checks should you wish to renew your Subscription. Subject to a successful credit check, you will, with our consent, be able either to renew your subscription with your existing vehicle depending on its condition, mileage, and age (see Clause 5.4) or renew your subscription with a different vehicle.
- 5.4 If your Subscription Duration is longer than 6 months, we may, at any point in time, require you to return your Subscription Vehicle to us and exchange it for another one of our vehicles of similar model and trim ("**Our Vehicle Swap**"). We will provide you with notice of Our Vehicle Swap at least 30 days in advance, and we will include the details of the Subscription Vehicle exchange. For the avoidance of doubt, Our Vehicle Swap will not extend the duration of the Subscription Duration.
- 5.5 During Our Vehicle Swap, we will prepare and execute a Return Report for your original Subscription Vehicle and a Handover Report for your new Subscription Vehicle, as described in Clause 9 below. The details of your new Subscription Vehicle will be reflected in the updated Special Terms. These terms will be displayed in Your Account and emailed to you after Our Vehicle Swap.
- 5.6 Each Subscription Plan (with the exception of any Subscription Plan of longer duration already in effect before 1 February 2024) has a maximum duration of 12 months (the "**Maximum Duration**"), which means your contract with us will end at the latest 12 months after the handover of the Subscription Vehicle. At the expiry of the Maximum Duration, your contract will automatically terminate, and the conditions of Clause 13 below, dealing with our contract termination and the return of your Subscription Vehicle, will apply.
- 5.7 We reserve the right to make changes to the eligibility criteria as set out in clause 4.3 and clause 8.3 at any time during the Subscription Term (and increase the Subscription Fee as per clause 8.6 accordingly), and if you no longer meet such requirements, clause 4.6 and clause 12.1(b) shall apply.

6. **YOUR RIGHT TO WITHDRAW (CHANGE YOUR MIND)**

- 6.1 You have the right to withdraw from this contract within a period of 14 calendar days of entering into this contract without specifying a reason for your withdrawal. If you wish to exercise this right, you must notify us of your decision to withdraw from this contract before this period of 14 calendar days expires, by writing to us at the e-mail address customercare@moceansubscription.co.uk.

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6.2 If you expressly request that this contract commence earlier than 14 calendar days after entering into this contract, you will lose the ability to withdraw from the contract when you accept delivery before the 14 days have ended.

7. YOUR RIGHT TO MAKE CHANGES DURING THE TERM

7.1 If your Subscription Plan is longer than 6 months, you may, after the initial period of 6 months, request to exchange your Subscription Vehicle for another one of our Subscription Vehicles ("**Your Vehicle Swap**"). Subject to availability of your requested vehicle, and the successful recompletion of the Verification Process described at Section 4 above, we will carry out Your Vehicle Swap. For the avoidance of doubt, Your Vehicle Swap will not extend the duration of the Subscription Duration.

7.2 You may request Your Vehicle Swap through the Mocean website at www.moceansubscription.co.uk. During Your Vehicle Swap, we will prepare and execute a Return Report for your original Subscription Vehicle and a Handover Report for your new Subscription Vehicle, as described in Clause 9 below.

7.3 Requesting Your Vehicle Swap is free of charge. After Your Vehicle Swap, we will adjust your Subscription Fee based on the price applicable to the swapped vehicle. The changed Subscription Fee and the details of your new Subscription Vehicle will be reflected in the updated Special Terms. These terms will be displayed in Your Account and emailed to you after Your Vehicle Swap.

8. PRICES, TERMS AND PAYMENT FOR OUR SERVICES

8.1 Where to find the price of Our Services. The price of Our Services, as relates to each of our Subscription Plans, appear on our Platform at moceansubscription.co.uk. The prices are indicated as monthly fees (the "Subscription Fee"). The monthly Subscription Fee applicable to your selected Subscription Plan, and the additional mileage charge, if selected (please refer to Annex 2) will be indicated in the Special Terms following the conclusion of our contract.

8.2 We reserve the right to change the terms of our contract, including the Subscription Fee, by providing at least one month's written notice to you. If we make any material changes, and you do not want to accept the change of terms, you will be entitled to terminate the contract without penalty.

8.3 The Subscription Fee is inclusive of comprehensive standard Mocean insurance, which is provided on a complimentary basis by us on condition that you meet the requirements set out in Clause 4.3 above (or any requirements we may have previously notified you of), and also that each named driver:

- a) has not had more than 1 motor insurance fault claim within the last 3 years.
- b) has not been disqualified from driving during the past 5 years and/or does not have more than 7 points on their driving licence.
- c) does not have any of the following conviction codes on their driving license: BA, CD, DD, DG, DR, IN, TT or UT.
- d) does not have more than 1 outstanding County Court Judgement.
- e) does not have any criminal convictions or been charged with a criminal offence but not yet tried.
- f) has not had their insurance declined and/or renewal refused and/or cover cancelled by any motor insurer.
- g) agrees that the vehicle will not be used:

- a) by anyone who is not named as a driver on the subscription.
- b) for a purpose other than social, domestic, pleasure and commuting to and from one permanent place of work.
- c) for carriage of passengers and goods for hire or reward.

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- d for racing, pace-making, competitions, rallies, track days, trials, or speed tests.
 - e for drawing a trailer.
- 8.4 We are unable to offer inclusive insurance to drivers who are in the public eye, such as professional sports persons, TV presenters and personalities, politicians or political figures or anyone in the racing or gambling industries. If you are unsure whether this might apply, please contact us before completing your application.
- 8.5 The Mocean Insurance policy covers all drivers named on the subscription for social, domestic, pleasure and commuting to and from one permanent place of work. Cover is restricted to the main subscription applicant and no more than one additional named driver, who must reside at the same address as you.
- 8.6 **How your payment is made.** The Subscription Fee for the first month of your Subscription Period will be charged automatically on the day of the handover of your Subscription Vehicle (the “**First Payment Date**”). All subsequent Subscription Fee payments will be charged to you automatically on the first day of each monthly interval of your Subscription (unless the first day is a weekend or a statutory holiday, in which case the Subscription Fee will be charged on the next business day). We will collect these payments by direct debit or by payment card, using the payment information which you provided to us in your Registration.
- 8.7 If the validity of your payment method expires, you are obliged to update your payment information in accordance with the terms of Clause 3.6 above.
- 8.8 Each payment transaction will be processed by a third-party provider, duly authorised to provide payment services in the United Kingdom. It is important that you ensure sufficient funds are available to cover the Subscription Fee and any additional charges that we have informed you are due. If any additional charges are due, we will let you know in advance of the payment date.
- 8.9 If you choose to end this contract within the first six months, the benefits of any promotion offered at the time of Subscription will be lost and the amount of any Subscription Fee will become immediately payable.
- 8.10 **We will provide digital invoices to you.** We will provide you with digital invoices for each monthly Subscription Fee, which you hereby accept. We will make the invoices available for download on Your Account or, if we are unable to do so, we will deliver your digital invoices to the email address provided to us in your Registration.
- 8.11 **What to do if you think an invoice is wrong.** If you think an invoice is wrong, please contact us promptly to let us know.
- 8.12 **The price of fuel or charging for your Subscription Vehicle and any road tolls and congestion charges are always payable by you. In the event of any such charge is incurred by us, we will add it to your invoice as an additional charge, together with any applicable administration fee.** Our Subscription Plans do not include the cost of fuel or charging, congestion charges or road tolls, and we will not reimburse any of your fuel costs, charging costs or tolls.
- 8.13 **The likely consequences where payments are not made on time.** It is important that you are aware of the further consequences that may result from missing payments or your inability to maintain repayments. For example, we may take legal action or recovery action against you, and we may also seek to obtain a county court judgment against you. In extreme circumstances, we may apply for a charging order over your home which could lead to your home being repossessed. If you miss payments, we will let credit reference agencies know. Please note that any additional charges or interest will lead to an increase in the total cost of debt due.
- 8.14 Missing payments can affect your credit rating and may make it harder for you to obtain credit in the future.

9. COLLECTION AND RETURN OF THE SUBSCRIPTION VEHICLE

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- 9.1 **You will need to collect your Subscription Vehicle during the time slot which we confirm to you by email after the completion of the Final Step of your onboarding.** You will be able to collect your vehicle at the Hyundai retailer which you selected at Registration, and you will not be charged for this vehicle handover. The name and the address of your collection retailer will be specified in the Special Terms. Alternatively, you may choose to have the Subscription Vehicle delivered to your home address for an additional fee - see Annex 2. If a date for either collection or return of the vehicle is agreed, and you are not available at the agreed time or location, you may be charged the 'No-Show Penalty' as described in Annex 2.
- 9.2 **Your Subscription Vehicle may vary slightly from the one you selected at Registration.** However, the technical characteristics of the available vehicle will match those of your originally selected vehicle.
- 9.3 **The Subscription Vehicle inspection and its handover to you.** The process of handing over the Subscription Vehicle to you (the "Handover") will be as follows:
- a) **Verification of your identity.** Our representative handling the Handover will verify your identity and your driving licence. Please ensure that you take your driving licence along to the Handover. We reserve the right to terminate this contract if you fail to present any requested documents, or if these documents do not match those submitted by you during your Registration. In this case, Clause 13 will apply.
 - b) **Verification of the Subscription Vehicle's condition.** You and our representative will jointly carry out a visual inspection of the vehicle, noting down any defects in its external appearance, such as scratches or blemishes in the paint. Our representative will then prepare a report of this inspection in a digitally written format (the "Handover Report"). In order to complete the Handover, you must confirm the accuracy of the Handover Report by digitally signing this document. The Handover Report, which will be available in Your Account or, if we are unable to upload it to Your Account, sent to you by email, will become an integral part of the Special Terms.
 - c) If you fail to collect your Subscription Vehicle or be at the handover location at the agreed time slot and address without notifying us 48 hours in advance, we will charge you a penalty (the "No-Show Penalty"). In addition if, despite our reasonable efforts, we are unable to contact you or to reschedule the Handover, we may end this contract, and Clause 13.2 will apply.
 - d) If the Handover is nevertheless accomplished at a later date, we will send you an invoice for the No-Show Penalty, and will collect this amount using the payment method which you provided to us
- 9.4 **Return of the Subscription Vehicle to us.** When you return your Subscription Vehicle to us, whether to execute Your Vehicle Swap, to comply with Our Vehicle Swap, or to hand over the vehicle to us at the expiration or termination of this contract (collectively the "Vehicle Return"), the procedure set out below will apply.
- a) You must return the Subscription Vehicle to the Hyundai retailer where you first picked it up or, if your vehicle was delivered to you, to the retailer identified by us. Please refer to the Special Terms for the name and address of that retailer. Alternatively, you may be able to schedule vehicle collection from your home for an additional charge, and at our discretion.
 - b) **You must return the Subscription Vehicle with the same amount of fuel as there was in the Subscription Vehicle's fuel tank at Handover.** Where the Subscription Vehicle is an electric vehicle, it must be returned with at least 30% charge.
 - c) **Our representative handling the Vehicle Return will inspect the Subscription Vehicle.** Our representative will note any damage to the Vehicle which is not recorded as pre-existing damage in the Handover Report (including any missing accessories of the Subscription Vehicle which were present at Handover), any misuse of the Subscription Vehicle under the terms of Clause 10.1 below, as well as the Subscription Vehicle's mileage.
 - d) **Our representative will prepare a report based on the information listed in point (c) above (the "Return Report")** in a digitally written form. In order to complete the Vehicle Return, you must confirm the accuracy of the Return Report by digitally signing this document. The Return Report will be available in Your Account or, if we are unable to upload it to Your Account, will be sent to you by email within 30 days of the Vehicle Return.
- 9.5 **Vehicle Return Flexibility**

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- a) Should you wish to return your vehicle up to 5 days before or up to 5 days after the formal date that your subscription ends, we may choose to offer you this flexibility.
- b) If we agree that you may return the vehicle before the subscription end date, then we will prorate your monthly subscription fee, as well as your monthly mileage limit, to reflect the days which you have not had the vehicle. In this case, your total mileage limit and monthly subscription fee will be slightly reduced.
- c) As detailed in 9.5 a) above, if we agree that you may return the vehicle after the subscription end date, then we will prorate your monthly subscription fee, as well as your monthly mileage limit, to reflect the extra days which you have had the vehicle. In this case, your total mileage limit will be slightly increased, as well as your monthly subscription fee.
- d) We will not reimburse you for any miles you have paid for but have not yet driven, and should you cancel your subscription early (but request the above flexibility regarding a vehicle return date), no adjustment will be made to the early cancellation fee. Early cancellation fees are calculated based on a full month rate.
- e) Example:
You subscribe to a 6-month Mocean plan with an 800-mile limit. We coordinate with you to return the car 3 days late, after the 6-month period ends. In this case, you'll gain access to the car for an additional 3 days, and your total monthly fee payments will be increased accordingly. Your 800-mile limit for that month will also be adjusted to reflect those extra 3 days.

9.6 Notwithstanding clauses 9.5 above, we will charge you for any damage, misuse, missing accessories, or excess mileage (i.e., any mileage above the maximum indicated in the Special Terms) noted in the Return Report (the “Return Damages”). Vehicle condition and associated charges will be in line with the BVRLA standard on fair wear and tear, which can be viewed from the Mocean portal. We will send you an invoice for the Return Damages which will be charged at the total cost of repairs. We will collect this amount using the payment method which you provided to us.

10. YOUR RESPONSIBILITIES TO US

10.1 In using and operating the Subscription Vehicle, you must respect the following rules:

- a) You may not operate the Subscription Vehicle under the influence of alcohol, drugs, medication, relaxants, or other substances that make you sleepy or interfere with your driving ability, or while undergoing treatments that prohibit or discourage driving activity.
- b) You may not operate the Subscription Vehicle without a valid driving licence or while you are prohibited from driving for any reason, or without the Subscription Vehicle's documentation stored inside the Subscription Vehicle.
- c) You may not operate the Subscription Vehicle contrary to the applicable road traffic rules and the applicable rules on driver and passenger safety, including the rules on the use of seatbelts and child safety seats.
- d) You may not allow any third party to drive the Subscription Vehicle other than up to one additional named driver, who resides at the same address as you..
- e) You may only transport dogs or other animals if they are suitably restrained so they cannot distract you while you are driving or injure you, or themselves, if you stop quickly. A seat belt harness, pet carrier, dog cage or dog guard are ways of restraining animals in cars.
- f) You may not smoke inside the Subscription Vehicle.
- g) You may not drive the Subscription Vehicle on roads which are not authorised for public use (including racecourses), or on unpaved or otherwise unmaintained roads, on which driving may pose a risk to human safety or the security of the Subscription Vehicle.
- h) You may not use the Subscription Vehicle for races, contests, or challenges of any nature.
- i) You may not transport the Subscription Vehicle on a plane or truck.

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- j) You may not operate the Subscription Vehicle in a manner contrary to the specifications of its operating manual, including transporting more persons than the number of passengers specified for that vehicle.
 - k) You may not manipulate the mileage of the Subscription Vehicle.
 - l) You may not intentionally damage the Subscription Vehicle, modify any of its technical characteristics, or make modifications to its exterior and/or interior appearance.
 - m) You may not transport illegal, toxic, flammable, or generally dangerous substances in the Subscription Vehicle.
 - n) You may not use the Subscription Vehicle to push or tow other vehicles or any other object.
 - o) You may not use the Subscription Vehicle for transporting passengers for profit or otherwise use the Subscription Vehicle or our Platform for profit, including for sharing activities on collaborative economy platforms.
 - p) You may not use the Subscription Vehicle to give driving lessons.
 - q) You may not assign, lease, sublease, rent, mortgage, pledge, sell or in any way give the Subscription Vehicle as guarantee or collateral; and
 - r) You may not leave the vehicle unlocked, or leave the keys unattended in the vehicle. Make sure when leaving the vehicle that it is locked, alarmed and that all windows are closed.
- 10.2 During the period of your Subscription Plan, you must perform regular checks of the Subscription Vehicle, including its oil and fluid levels and the condition of the Subscription Vehicle's tyres. If your Subscription Vehicle requires servicing or maintenance, or suffers a breakdown, you must notify us without delay and schedule an appointment with one of the Hyundai retailers which we specify to you.
- 10.3 If you have an accident while operating the Subscription Vehicle, if the Subscription Vehicle breaks down, or if the Subscription Vehicle is stolen, you must notify our customer service team within 24 hours. You must also call Mocean Insurance at the contact number provided to you in the information included in the Vehicle and in the Mocean Insurance policy document sent to you prior to the Vehicle collection, and follow the instructions provided to you. You must also promptly notify all relevant authorities, such as law enforcement authorities, which need to become involved in case of an accident or theft.
- 10.4 If the Subscription Vehicle is damaged in an accident, you must schedule an appointment with one of the Hyundai retailers which we specify to you.
- 10.5 If damage or non-warranty faults are noted by us or a Hyundai retailer which are not covered by the comprehensive standard Mocean insurance (either non-insurable or a value below the insurance excess) and fall outside of the BVRLA fair wear and tear guidelines, you will be required to repair the damage or non-warranty fault and be liable to the repairer/retailer for the cost of the repairs at the time of such repairs. We may, however, and at our sole discretion, choose to instruct a repairer/retailer to repair the damage, and the cost of such repair may be recharged to you through the payment method which you provided to us.,
- 10.6 In case of an accident or theft, you must also collaborate with us and with the relevant public authorities, in particular by providing any explanation or clarification of the circumstances of the accident or theft requested from you and providing us with the crime reference number.
- 10.7 It is your responsibility to pay the relevant authorities directly for any fines, tolls, and other charges that the Vehicle or the driver incurs during the Subscription Period. You must provide a written report of any offences committed by you or any additional driver to us. In the case of any fine, you acknowledge and agree that we may pass on your details to the police or relevant authority, who may then contact you directly. We are not liable for any escalation in value of a fine, toll or charge as a result of it being delivered to an out-of-date address. It is your responsibility to inform us of any change of address so that fines may be delivered to you in sufficient time to prevent escalation.

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- 10.8 In the event that we incur a fine, toll, charge, or administration fee as a result of you or an additional driver incurring such obligation, we reserve the right to charge the cost of that fine, toll, charge, or administration fee to you. In the event that you do not pay any fine, toll, charge, or administration fee, we may pay such amount then reclaim that amount from you plus a £30 administration fee for each charge.
- 10.9 In the event that you incur of fines, charges, penalties or administration fees that we in our sole discretion consider to be excessive, we may terminate this contract with immediate effect.
- 10.10 You must familiarise yourself with the terms of the Mocean Insurance cover. A copy of the Mocean Insurance policy will be provided to you by e-mail prior to the Vehicle Handover.
- 10.11 If you wish to use the Subscription Vehicle outside the Territory, you must notify us at least 48 hours before you undertake such travel. You may also need to carry a green card to prove that you have the minimum insurance cover necessary for the country you are driving in. You can obtain a green card by contacting Mocean Insurance.

11 YOUR RIGHTS TO END THE CONTRACT

- 11.1 If you are not ending the contract in accordance with Clause 8.2 (rejection of changes in price or terms and conditions), then the contract will end immediately and we will refund any sums paid by you for Our Services not provided, once the vehicle has been returned and assessed. We will however deduct from that refund any other amounts which we may claim from you under this contract.

12. OUR RIGHTS TO END THE CONTRACT

- 12.1 **We may end the contract if you break it.** In particular, we may end the contract for Our Services at any time by writing to you if:
- a) your driving licence is confiscated by public authorities, or you otherwise no longer possess a valid driving licence, or if you are prohibited from driving.
 - b) you fail to comply with any material term or condition of this contract or cease to meet the eligibility criteria for Our Services.
 - c) you do not make any payment to us when it is due, and you still do not make payment within 72 hours of us reminding you that payment is due.
 - d) you do not, within 48 hours of us asking for it, collect your Subscription Vehicle at the collection location pursuant to Clause 9.3; or
 - e) you cease to be resident in the United Kingdom.
- 12.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in Clause 12.1, we will refund any money you have paid in advance for Our Services which we have not provided, but we may deduct or charge you a reasonable compensation for the net costs we will incur as a result of your breaking the contract. You may also be required to compensate us for any losses that we have suffered due to the cancellation of your contract, such as costs related to repossession of the Subscription Vehicle and debt collection.
- 12.3 **We may discontinue Our Services.** We may write to you to let you know that we are going to stop providing Our Services, generally, specifically in relation to your Subscription. We will let you know at least 30 days in advance of our stopping Our Services and will refund any sums you have paid in advance for Our Services which will not be provided. The termination procedure set out in Clause 13.1 below will apply.
- 12.4 In the event that your Subscription Vehicle fails, becomes undriveable or is stolen during the Term and we are not able to offer a replacement vehicle we may terminate your Subscription with immediate effect.

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13. PROCEDURES AT THE TERMINATION OF OUR CONTRACT

- 13.1 Upon the termination or expiration of this contract, regardless of the reason for such termination, the return procedure for the Subscription Vehicle, set out in Clause 9.4 and Clause 9.5, will apply.
- 13.2 In addition to the Return Damages which you may owe us pursuant to Clause 9.5, or the No-Show Penalty which you may owe us pursuant to Clause 9.3, we may charge you the amount of the compensation described in Clause 12.2 above (compensation for your breach of our contract), if applicable. We will send you an invoice for all applicable amounts under this Clause and will collect the total amount using the payment method which you provided to us.

14. HOW TO CONTACT US

- 14.1 If you have any questions or complaints about Our Services, please contact us. You can telephone our customer service team on 0344 346 0124 or by writing to us at customercare@moceansubscription.co.uk. Also see the Initial Disclosure Document set out at Annex 3.
- 14.2 If we do not resolve your complaint internally to your satisfaction, you may be able to refer it free of charge to the Financial Ombudsman Service at Exchange Tower, London E14 9SR or telephone them on 0800 023 4567 or email compliant.info@financial-ombudman.org.uk.

15. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

- 15.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
- 15.2 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes, by way of example, liability for death or personal injury caused by our negligence or the negligence of our employees, agents, or subcontractors; for fraud or fraudulent misrepresentation; liability for defective products and rights of the consumer
- 15.3 **We are not liable for business losses.** We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

16. OTHER IMPORTANT TERMS

- 16.1 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer, you may terminate this contract without penalty within 60 days of the transfer and if applicable, we will refund to you any Subscription Fees paid on a pro rata basis. In this case, we will end this contract within 14 days of your notification.
- 16.2 **Nobody else has any rights under this contract.** This contract is between you and us. No other person will have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.
- 16.3 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them is unlawful, the remaining paragraphs will remain in full force and effect.
- 16.4 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do

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not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you, but we continue to provide the products, we can still require you to make the payment at a later date.

- 16.5 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by the laws of England and Wales. You can bring legal proceedings in respect of the products in the corresponding English courts.

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ANNEX 1 - DETAILS OF OUR SERVICES

The following services are included in the monthly flat subscription fee:

- Monthly mileage (which may be extended by payment of the additional price indicated in **Annex 2**)
- Comprehensive insurance cover by Mocean Insurance
- Road tax
- First registration fee (for new vehicles)
- Delivery to retailer
- Roadside assistance
- Maintenance and service at authorised Hyundai retailers
- Vehicle warranty as described here: <https://www.hyundai.com/uk/en/owners/owning-a-hyundai/warranty.html>
- Courtesy (replacement) car (in case of mechanical malfunctioning which renders the vehicle undriveable, and cannot be resolved by a Hyundai retailer within 48 hours, and in accordance with the insurance conditions) Malfunctions caused by damage or misuse, or which fall outside the range of warranty or fair wear and tear, will not attract the provision of a courtesy (replacement) vehicle.
- Customer Service Monday to Friday 09:00 to 17:00
- Swap of the vehicle after six months of minimum contract duration (as described in the General Terms, clause 7)
- The following are not included in the monthly subscription fee:
 - Home delivery
 - Damaged tyre repair or replacement
 - Consumables (e.g., washer fluid, Adblue)
 - Non-insurable damage and non-warranty fault defects (as described in the General Terms, clause 10.5)

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ANNEX 2 - FEES AND CHARGES

No-Show Penalty	
No-Show Penalty	£250
Loss or Damage to Accessories or Car Parts	
Charges for missing items or damage found on return of Subscription Vehicle	Cost of damaged or missing accessory or part to be charged at RRP.
Fees and Charges	
Repairs and rectification	Cost of repairs
Administration fee for late payment	£30
Fee for evidence of smoking or vaping in vehicle	£150
Fee for exterior wash if excessively dirty	£50
Fee for interior deep clean if excessively dirty	£50
Refuelling rate	Costs of refuelling plus a £30 administration fee
Wrong fuel	Actual repair costs plus a £30 administration fee
Charge for failure to schedule or attend vehicle service when due	£500
Stone chips in bodywork	£50 per panel
General administration fee	£30
Insurance Excess	Price
Insurance Excess (excluding Windscreen)	Between £500 and £800 (depending on policy terms)

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Windscreen Excess (free if repaired)	£150 or £250 if you do not use one of our approved repairers.
Mileage Charges	Price
Up to 800 miles per month	Included in contract rate
Up to 1,000 miles per month	Additional £19 per month
Up to 1,200 miles per month	Additional £59 per month
Up to 1,600 miles per month	Additional £99 per month
Up to 2,000 miles per month	Additional £159 per month
Excess mileage above the contracted amount	£0.50 per one additional mile
Car Delivery or Collection	Price
Collection from retailer	No charge
Standard delivery up to 10 miles	£49
Standard delivery up to 50 miles	£99
Standard delivery up to 100 miles	£169
Standard delivery up to 175 miles	£239
Standard delivery up to 250 miles	£299

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Standard delivery up to 300 miles	£349
Standard delivery above 300 miles	£POA

Cancellation Fee

Contract Duration	% Cancellation Fee
24 months	50% of the aggregate monthly Subscription Fees for all remaining months of the Subscription Plan
18 months	50% of the aggregate monthly Subscription Fees for all remaining months of the Subscription Plan
12 months	50% of the aggregate monthly Subscription Fees for all remaining months of the Subscription Plan
6 months	75% of the aggregate monthly Subscription Fees for all remaining months of the Subscription Plan
3 months	100% of the aggregate monthly Subscription Fees for all remaining months of the Subscription Plan

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Annex 3 Initial Disclosure Document (IDD)

This Information relates to the activities undertaken by Hyundai Connected Mobility

The Financial Conduct Authority

The Financial Conduct Authority (FCA) is the independent watchdog that regulates financial services. Use this information to decide if our services are right for you.

Treating Customers Fairly

Our business is committed to treating our customers fairly and ensuring our products and services are suitable for their needs. Treating Customers Fairly (TCF) is a core part of our culture and philosophy and you can review our commitment to it by asking for a copy of our TCF policy statement.

What Products do we offer?

We will hire our products in-line with the package that you have selected. Full details can be found in your credit agreement.

Other Finance Facilities

You may be able to obtain funding for your purchase from other providers and you are encouraged to seek alternative quotations and details of their products by researching on the high street, in the media and online.

Understanding our Products and Documents

If you have any health issues, difficulty in understanding information or there any recent life events that could affect your ability to fully understand the information and documentation you are presented with or what your commitments are under the agreement, you should carefully consider the amount of time you require to review the documentation. You should also consider if it is advisable for you to have someone you know, help you make your decision. Please advise us accordingly if this is the case and we can then proceed with your requirements in the most appropriate way.

You should make sure you have sufficient time to assess the information given to ensure the funding option offered is suitable for you and meets your requirements. You should seek further explanations and ask questions if needed to fully understand the documents you are given.

Affordability

You should assess the monthly payments you are required to make throughout the agreement and ensure you are able to meet these obligations and other obligations you already have without suffering undue hardship. If you are aware of any future events that will affect your ability to meet these payments, you should ensure the provider is informed immediately.

Your credit rating could be adversely affected if you do not make payments when due which could make it harder or more expensive for you to access finance facilities in the future.

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Who regulates us?

Hyundai Connected Mobility is an Appointed Representative of Product Partnerships Limited which is authorised and regulated by the Financial Conduct Authority; registration number 626349. Product Partnerships address is Second Floor, Atlas House, 31 King Street, Leeds LS1 2HL and its permitted business is to act as a Principal for a network of firms who carry out consumer credit activities.

You can check this information on the FCA register by visiting www.fca.org.uk/register or by contacting the FCA on 0800 111 6768.

What to do if you have a complaint.

The contact details for Hyundai Connected Mobility Limited are:

Address: Ground Floor, Birchwood Building, The Office Park, Springfield Drive, Leatherhead, Surrey KT22 7LP
Telephone: 03443 460 124
Email: customercare@moceansubscriptions.co.uk

If you would like to know how we handle complaints, please ask for a copy of our complaints handling process. If your complaint is not resolved to your satisfaction, you may be able to refer it to the Financial Ombudsman Service, whose contact details are set out below:

In writing: The Financial Ombudsman Service, Exchange Tower, London E14 9SR
By telephone: 0800 0234567
By email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

As an appointed representative, you also have the right to complain to our Principal firm, Product Partnerships Limited. If you wish to register a complaint, you can contact Product Partnerships Limited at:

In writing: Product Partnerships Limited, Second Floor, Atlas House, 31 King Street, Leeds LS1 2HL
By telephone: 01274 921234
By email: info@productpartnerships.com

Understanding our products and documents

If you have any health issues, difficulty in understanding information or there are any recent life events that could affect your ability to fully understand the information and documentation you are presented with or what your commitments are under the agreement, you should carefully consider the amount of time you require to review the documentation. You should also consider if it is advisable for you to have someone you know help you make your decision. Please advise us accordingly if this is the case and we can then proceed with your requirements in the most appropriate way.

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Confidentiality and Data Protection

Throughout the process of administering services for you we will need to collect personal information from you and pass this information to one or more third party organisations in order for them to supply any services you request.

This may include sharing your information with credit reference agencies and other companies for use in credit decisions and fraud prevention. For full details of where your information will be sent, and the purpose for doing so, or to cancel your consent for the processing of your personal data, please contact us.

A copy of our privacy policy, which details how your information will be processed and your rights, is freely available upon request. To request this information please contact us:

Address: Ground Floor, Birchwood Building, The Office Park, Springfield Drive, Leatherhead,
Surrey KT22 7LP

Email: dpo@hyundai.co.uk

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