



EIT KIC URBAN MOBILITY

General Terms and Conditions for Gold, Leading Cities, Silver membership

The purpose of these General Terms and Conditions is to regulate the relationship between EIT KIC URBAN MOBILITY, S.L.U. (hereinafter, “**We**”, “**us**” or “**EIT Urban Mobility**”) and you (hereinafter, the “**Partner**”).

This General Terms and Conditions were revised last on 13/06/2022.

1. EIT Urban Mobility Services

1.1 Object

Please read these General Terms and Conditions (these “**Terms**”) carefully as they govern your use of (which includes access to) EIT Urban Mobility’s services (collectively, the “**EIT Urban Mobility Services**”) for:

- a) Access to network: connect and collaborate with peers, key stakeholders, policy makers, potential customers and partners;
- b) Access to funding opportunities: identify suitable calls and be part of winning consortia for non-EIT funding;
- c) Access to market: pilot and scale your solutions in cities, increase your market visibility and create marketplace relations;
- d) Access to knowledge: obtain new skills and insights and be informed about what’s new and relevant in urban mobility;
- e) Access to others: strategic dialogue, project development.
- f) Other offerings included in Section 2.2

By filling in the form accessible at <https://joinus.eiturbanmobility.eu/> and selecting the chosen Partner Category (as described in Section 2.2 below), Partners hereby accept and agree these Terms.

The representative of the Partner accepting these terms shall have sufficient power to enter a binding contract with us on behalf of your entity and not be barred from doing so under any applicable laws.

Some EIT Urban Mobility Services may be subject to specific terms and conditions presented by EIT Urban Mobility and, in case that apply, they will be communicated to you before the start of the activity. If expressly or tacitly accepted, such specific terms and conditions will be hereby incorporated by this reference into these Terms.

1.2 Eligibility requirements

In order to use the EIT Urban Mobility Services, you need not to be considered in breach of your obligations with the EIT Urban Mobility.

1.3 Duration

The EIT Urban Mobility Services will be accessible during a subscription period of one (1) natural year (“**Subscription Period**”), starting on 1st January.

2. The EIT Urban Mobility Partner Categories.

2.1. Access to EIT Urban Mobility Services

We shall make available and, if requested by you, render each specific EIT Urban Mobility Service(s) that you may be entitled depending on the partner categories chosen (as described in Section 2.2 below).

2.2. Partner Category and associated Fees

In order to access the EIT Urban Mobility Services, you shall:

- a. Provide the necessary true, accurate, and complete information of your entity, and
- b. Become a Core/Gold/Leading Cities/Silver Partner categories as described in the picture below (“**Partner Category**”). Such Partner Category shall exclusively be acquired once the payment of the associated fees (the “**Fees**”) is made following Section 5.1.

Each Partner Category enables the access to the benefits and offerings referred to hereunder:

Differential offerings by partner category

					
Benefits	CORE	GOLD/ LEADING CITIES	SILVER		
Affiliated Entities ¹	5	3			 Full access
Governance					 Limited Access*
Strategic Dialogue e.g., Special Interest Groups					 No access
Project development e.g., Ideation & Matchmaking	Gold OR Silver access				
Non-EIT funding e.g., Action Impact Groups	Gold OR Silver access				
Marketplace e.g., Tomorrow.Mobility	Gold OR Silver access				

¹ Associations and Cluster organizations not eligible
² For Cities: incl. City Club Governance

* according to service catalogue




Overview of the Membership fees

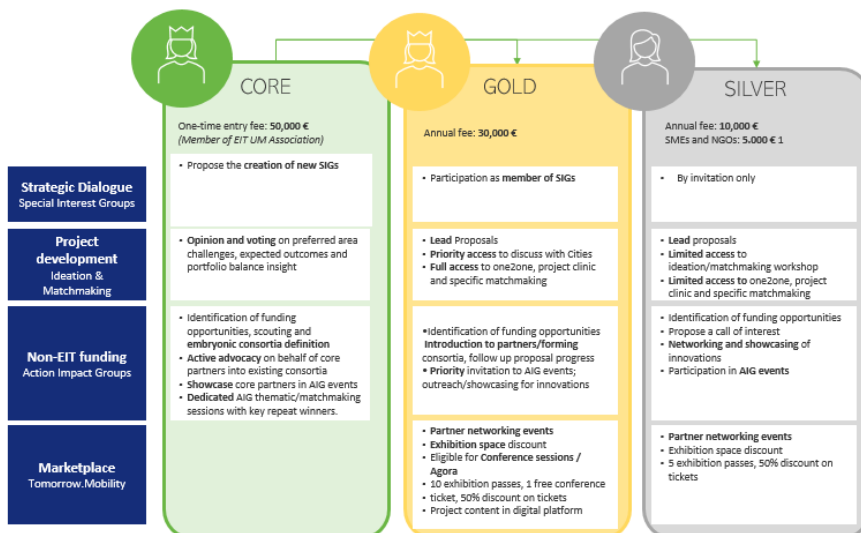
Type of organization	Core	Gold / Leading Cities	Silver
Industry, Universities, RTOs, others	50.000EUR (one-time)	30.000EUR	10.000EUR
Small, Micro Enterprises* , NGOs	50.000EUR (one-time)	30.000EUR	5.000EUR
Cities**	50.000EUR (one-time)	10.000EUR	n.a.

*Small and micro enterprises according to EC definition: Head count ≤ 50, turnover or balance sheet total ≤ 10MEUR
 **Cities <300,000 inhabitants have a reduction of 50% over the leading cities fee

Note: One-time core partner fee to be paid to EIT Urban Mobility Association, annual fee to be paid to KIC Legal Entity

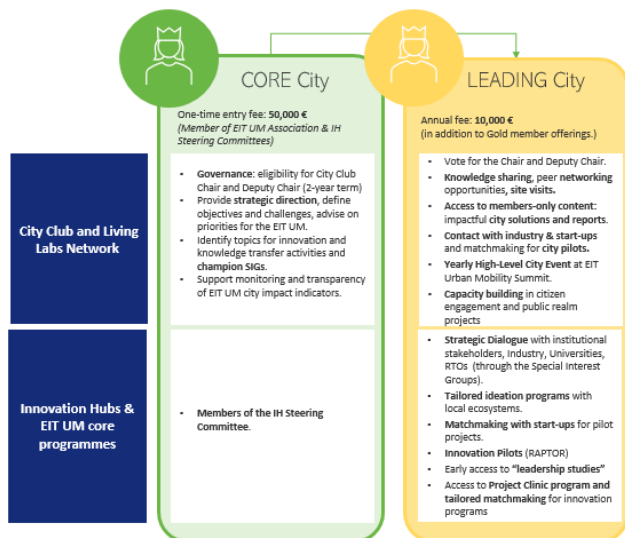
2.2.1. Extended offering list by Partner Category

Differential service offerings by partner category – ALL



*small and micro enterprises according to EC definition: Head count ≤ 50, turnover or balance sheet total ≤ 10MEUR

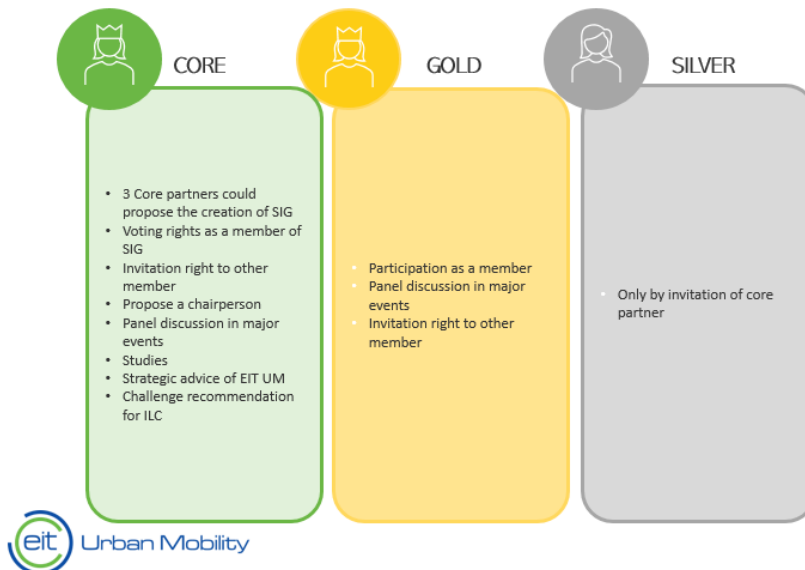
Differential offerings by partner category – CITIES



2.2.2. Breakdown of offerings by Partner Category

Offering title: STRATEGIC DIALOGUE - SPECIAL INTEREST GROUP (SIG)

Offering Definition: The SIG is aimed to be a strategic group of relevant actors coming from Industry, University and Cities that together identify solutions, co-create and influence for the complex urban mobility challenges.





Offering title: PROJECT DEVELOPMENT – IDEATION AND MATCHMAKING

Offering Definition: EIT UM will support and facilitate partners in the development of ideas, matchmaking and proposal preparation for the annual calls.



Offering title: NON-EIT FUNDING – ACTION IMPACT GROUPS (AIG)

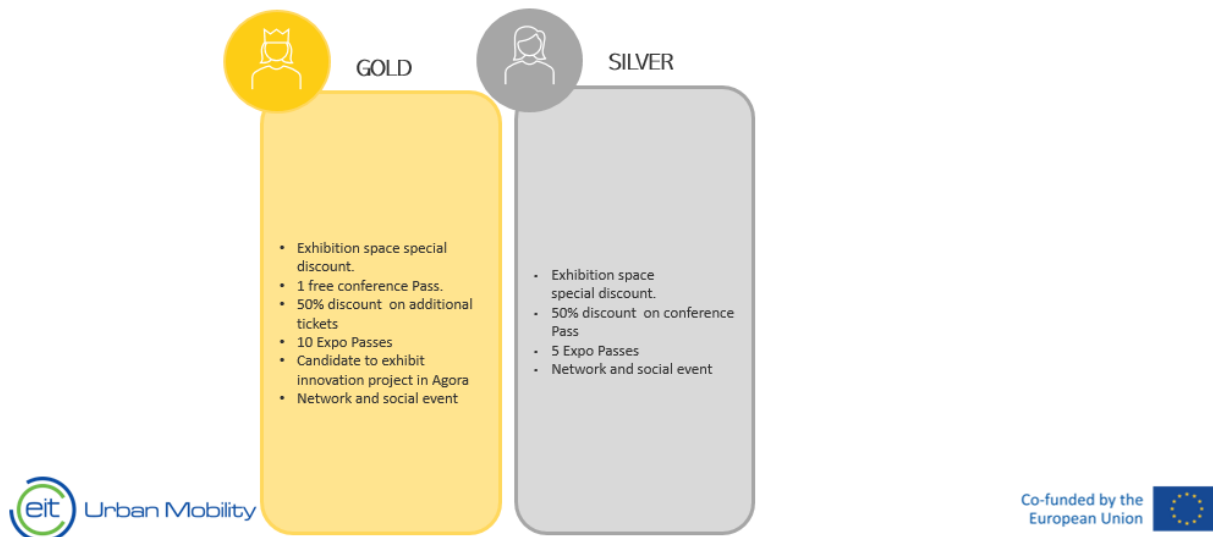
Offering Definition: EIT UM has to be able to bring in non-EIT Financed Activities (NEFA) all allow our community to work across all TRL levels, address policy, regulation, research, and address non-FSM topics. The AIG tracks and targets funds to allow our partners to more effectively fund wider value actions using other funds to broaden our societal impact.





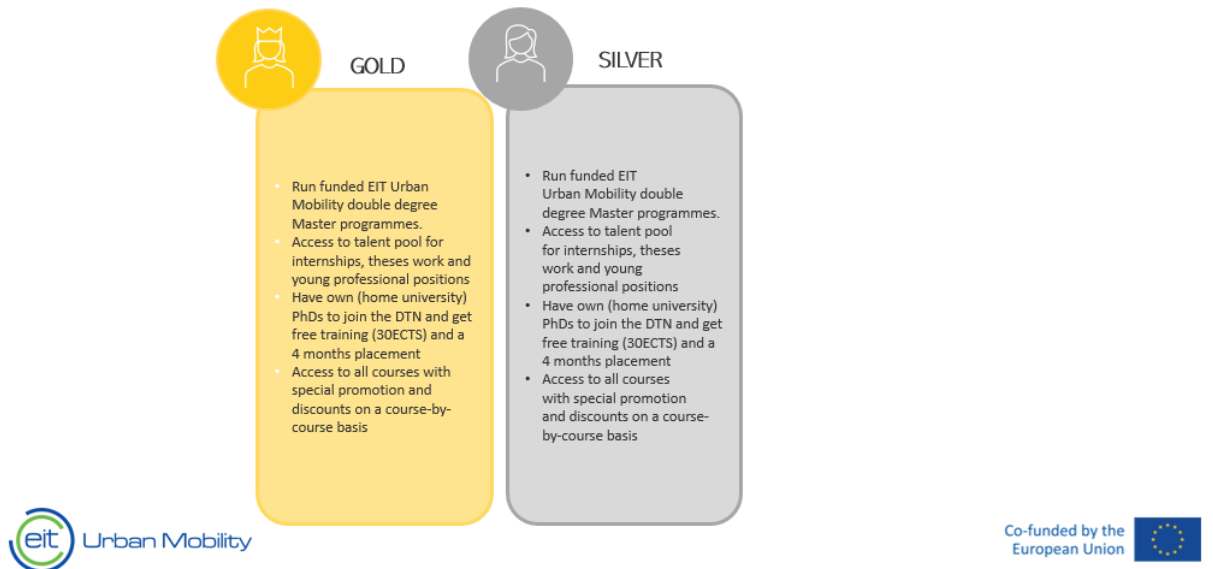
Offering title: MARKETPLACE - TOMORROW MOBILITY WORLD CONGRESS

Offering Definition: Join our annual congress on urban mobility innovation in Barcelona. In the TMWC we offer our partners exclusive advantages to participate and connect with world leading innovators and cities, in connection with the Smart City World Congress.



Offering title: ACADEMY

Offering Definition: Our Academy is a collaborative arena for lifelong learning, helping to build critical capabilities for innovation and transformation.





2.3. Partner Category modification

Upgrades:

The upgrade from Silver to Gold category is possible at any given time. The difference in annual Fee will be paid pro rata for the remainder of the Subscription Period.

Downgrades and Opt-outs:

You can downgrade or opt-out your Partner Category for the upcoming Subscription Period, by sending an e-mail by between 30 October and 30 November to the following address: servicedesk@eiturbanmobility.eu.

You can downgrade or opt-out your Partner Category for the current Subscription Period, by sending an e-mail to the following address: servicedesk@eiturbanmobility.eu. No reimbursement of Fees shall apply.

2.4. Third-Party Services

The EIT Urban Mobility Services may be integrated with, or may otherwise interact with, third-party applications, websites, and services ("**Third-Party Services**"). Your use of such Third-Party Services may be subject to additional terms, conditions and policies that may be provided to you by the applicable third party. EIT Urban Mobility is not responsible for the products and services provided by such third parties.

2.5. Service Limitations and Modifications

We use reasonable care and skill to keep the EIT Urban Mobility Services operational. However, our service offerings and their availability may be modified or suspended from time to time for extraordinary circumstances, for example:

- The EIT Urban Mobility Services may experience temporary interruptions due to technical difficulties, maintenance or testing, or updates, including those required to meet changes in relevant laws and regulatory requirements;
- The EIT Urban Mobility has no liability to you, in connection with internet or other service outages or failures that are caused by the actions of government authorities, other third parties or events beyond our control, including but not limited to force majeure events.

3. IP rights

The EIT Urban Mobility Services and provided content are provided in accordance with the EIT Urban Mobility IP Policy disclosed at: https://www.eiturbanmobility.eu/wp-content/uploads/2021/04/IP-Policy-2021-EIT-UM-branded_FINAL.pdf.

4. Privacy and data protection policy

We recognize the importance of protecting the information collected in the operation of EIT Urban Mobility Services and shall act in compliance with our Privacy Policy posted at <https://www.eiturbanmobility.eu/privacy-policy/>.



5. Payments and cancellation

5.1. Invoicing

Annual Partner Fees will be invoiced during the first quarter of the relevant year and shall be paid to us within thirty (30) days from the issuance date of relevant invoice.

In the event the Partner applies for a Partner Category after the 1st July, the applicable Fee will be reduced pro rata for the remainder of the Subscription Period. The Fee will be invoiced in the subsequent quarter after you selected your Partner Category and shall be paid to us within thirty (30) days from the issuance date of relevant invoice.

In the event the Partner applies for a Partner Category after the 1st October, fees for the remainder of such Subscription Period shall not apply. However, Partner shall automatically consider to be applying for the Partner Category of the upcoming annual Subscription Period.

5.2. Fees and tax changes

We may change the price for the Partner Category on an annual basis and will communicate any price changes to you in advance on reasonable notice before the start of the Subscription Period. Price changes will take effect at the start of the next natural year.

Tax rates are based on the rates applicable at the time of your annual charge. These amounts can change over time with local tax requirements in your country, state, territory or even city. Any change in tax rate will be automatically applied based on the information you provide.

5.3. Renewal and Cancellation

Your Partner Category of EIT Urban Mobility shall be automatically renewed at the end of the applicable Subscription Period and for the same Partner Category, unless you cancel your subscription before 30 November by informing of your decision by email to servicedesk@eiturbanmobility.eu.

5.4. Compensation of amounts

In case of any debt or pending payment between you and us, you expressly accept that we can offset such debts (e.g.: payment of the Fees) against other payments that are due to you.

6. Customer Support, Information, Questions and Complaints

6.1. Customer Support, Information, Questions, Complaint

If you have any questions, complaints, or request further information concerning the EIT Urban Mobility Services or these Terms (including any additional EIT Urban Mobility terms and conditions incorporated herein), please contact the EIT Urban Mobility Service Desk by addressing an email to servicedesk@eiturbanmobility.eu.

7. Problems and Disputes

7.1. Suspending and terminating the EIT Urban Mobility Services

Sections 2 (The EIT Urban Mobility Partner Categories), 7 (Problems and Disputes) and 9 (About These Terms) herein, as well as any other sections of these Terms that, either explicitly or by their nature, must remain in effect even after termination of these Terms.



We may early terminate these Terms (including any additional terms and conditions incorporated herein) or suspend your access to the EIT Urban Mobility Services at any time if we reasonably believe you have breached any of these Terms, if we temporarily or permanently stop providing the EIT Urban Mobility Services (as mentioned in Section 2.5) or any material component thereof on reasonable notice to you, or as we believe necessary to comply with applicable law.

7.2. Warranty disclaimers

We will provide the EIT Urban Mobility Services using reasonable care and skill and in accordance with any specification of the EIT Urban Mobility Services as provided by us. However, subject to that, the EIT Urban Mobility Services are provided "as is" and "as available," without any specific service results or warranties of any kind, whether express, implied, or statutory.

We nor you shall be responsible to any other party for any indirect or consequential loss or similar damage such as, but not limited to, lost goodwill, economic loss or turnover of profit, loss of revenue or loss of contracts or other economic loss, provided such damage was not caused by a willful act or gross negligence.

Further, we and all owners of the content do not respond nor grant warranties regarding the content, including warranties of satisfactory quality, merchantability, fitness for a particular purpose, or non-infringement, unless willful act or gross negligence.

Neither we nor any owner of content warrants that the EIT Urban Mobility Services or content is free of malware or other harmful components. In addition, we make no representation regarding, nor warrant or assume any responsibility for, any third-party applications (or the content thereof), user content, devices or any product or service advertised, promoted or offered by a third party on or through the EIT Urban Mobility Services or any hyperlinked website, and we are not responsible for any transactions between you and any third-party providers of the foregoing. No advice or information whether oral or in writing obtained by you from us shall create any warranty on behalf of us. While using the EIT Urban Mobility Services, you may have access to explicit content filtering features, but use of these features may still result in some explicit content being served and you should not rely on such features to filter all explicit content. This section applies to the fullest extent permitted by applicable law.

7.3. Limitation of Liability

Subject to applicable law, you agree that your sole and exclusive remedy for any problems or dissatisfaction with the EIT Urban Mobility Services is to first bring your concern in accordance to Section 6. We shall do our best efforts to facilitate a solution. If the solution does not satisfy you, you will be entitled to stop using such specific EIT Urban Mobility Service.

You agree that we have no obligation or liability arising from or related to third-party applications or the content thereof made available through or in connection with the EIT Urban Mobility Services, and while your relationship with such third-party applications may be governed by separate agreements with such third parties, your sole and exclusive remedy, as with respect to us, for any problems or dissatisfaction with any third-party applications or the content thereof, is to uninstall or stop using such third-party applications.

In no event will EIT Urban Mobility, its officers, employees, directors, subsidiaries, affiliates, suppliers, or licensors be liable for (1) any indirect, special, incidental, punitive, exemplary, or consequential damages; or (2) any loss of use, data, business, or profits (whether direct or indirect), in all cases arising out of the use of or inability to use the EIT Urban Mobility Services, devices, third-party applications, or third-party application content.



For clarification, these Terms do not limit EIT Urban Mobility's liability for fraud, fraudulent misrepresentation, to the extent that applicable law would prohibit such a limitation and for any other liability that, by applicable law, may not be limited or excluded. In such cases, any claim arising under these Terms must be commenced within one (1) year after the date the party asserting the claim first knows or reasonably should know of the act, omission, or default giving rise to the claim; and there shall be no right to any remedy for any claim not asserted within that time period.

8. Governing Law

8.1. Governing Law and Jurisdiction

This Terms and any dispute or claim arising out of or in connection with these or its subject matter or formation shall be governed by and construed in accordance with the laws of Spain.

You agree to exclusively submit any dispute or claim to the Courts of the City of Barcelona.

9. About these Terms

Under applicable law, you may have certain rights that cannot be limited or withdrawn by a contract. These Terms are in no way intended to restrict those rights.

9.1. Changes

We may make changes to these Terms (including those foreseen in Section 5.2) from time to time by notifying you of such changes by any reasonable means and before they take effect, including by posting a revised Terms on the applicable EIT Urban Mobility website (provided that, for material changes, we will seek to supplement such notice by email, an in-service pop-up message, or other means). Any such changes will not apply to any dispute between you and us arising prior to the date on which we posted the revised Terms, or other EIT Urban Mobility terms and conditions, incorporating such changes, or otherwise notified you of such changes. Your use of the EIT Urban Mobility Services following any changes to these Terms will constitute your acceptance of such changes. If you do not wish to continue using the EIT Urban Mobility Services under the updated Terms, you may terminate your subscription by contacting us and cease of its use, following Section 5.3. The effective date set forth at the top of this document indicates when these Terms were last changed.

9.2. Severability and Waiver

Unless as otherwise stated in these Terms, should any provision of these Terms be held invalid or unenforceable for any reason or to any extent, the remaining provisions of these Terms will not be affected, and the application of that provision shall be enforced to the extent permitted by law.

Any failure by EIT Urban Mobility or any third-party beneficiary to enforce these Terms or any provision thereof shall not waive EIT Urban Mobility's or the applicable third-party beneficiary's right to do so.

9.3. Assignment and affiliated entities

You may not assign these Terms, in whole or in part, nor transfer or sub-license your rights under these Terms, to any third party.



Notwithstanding the above, your affiliated entities may be entitled to access to the EIT Urban Mobility Services if the Partner Category you have contracted enables it. Affiliated entity shall mean a legal entity as defined in article 187 of the EU Financial Regulation 2018/1046.