EIT KIC URBAN MOBILITY

General Terms and Conditions for Partners

The purpose of these General Terms and Conditions is to regulate the benefits that EIT KIC URBAN MOBILITY, S.L.U. (hereinafter, "**We**", "**us**" or "**EIT Urban Mobility**") offers to you when you become a partner (hereinafter, the "**Partner**").

These General Terms and Conditions were revised last on 30/10/2026 and shall be applicable as from the Subscription Period (as defined in Clause 1.3) starting on 01/01/2027.

1. Scope

1.1 Object

These General Terms and Conditions (these "**Terms**") govern the benefits granted by EIT Urban Mobility to entities that become partners of EIT Urban Mobility. The benefits (all benefits together shall be referred to as the "**Benefits**" or individually as a "**Benefit**") are listed in section 2 below.

Some of the Benefits may be subject to specific additional terms and conditions. Should that be the case, EIT Urban Mobility will communicate them to you before you make use of such Benefit. Unless expressly rejected, such specific terms and conditions will be hereby incorporated by this reference into these Terms.

1.2 Eligibility requirements

In order to become a Partner of EIT Urban Mobility, you need to fulfill the following criteria:

- Be a legal entity.
- Support the EIT Urban Mobility vision of decarbonizing the mobility sector and accelerating the transition to sustainable urban mobility.

In order to enjoy the Benefits, you must not be in breach of any contractual obligation towards EIT Urban Mobility.

1.3 Duration

Partners may enjoy and make use of the Benefits during a subscription period that starts on the day they accept these Terms and lasts either (i) until 31 December of the same year or (ii) until the date agreed by the Partner and EIT Urban Mobility by written means ("**Subscription Period**").

Notwithstanding the foregoing, the Subscription Period for Partners that are implementing one or several projects co-funded by EIT Urban Mobility under a financial support agreement shall last from the day they accept these Terms until the day the last co-funded project terminates.

Upon expiry of the Subscription Period, Partner's subscription shall be automatically renewed for annual periods unless the Partner terminates the subscription pursuant to Clause 5.3.

1.4 Application and accessibility to the Benefits

You may apply to become a Partner of EIT Urban Mobility by filling in the form that will be shared by the relevant Innovation Hub. By submitting your application, you accept and agree to these terms.

You will become a Partner as of the moment you pay the fee related to the Partner category you have chosen ("**Annual Fees**"). Annual Fees are listed in Annex 1.

We shall make available and, if requested by you, provide each specific Benefit that you may be entitled to in accordance with the Partner category chosen.

2. The EIT Urban Mobility Partner Categories and related Benefits

2.1. Partner Categories and Benefits

There are several Partner categories ("**Partner Category**"). Each Partner Category is granted certain Benefits and is related to the payment of an Annual Fee. Benefits are listed in the table below. Annual Fees are listed in Annex 1.

Eligibility for each Partner Category:

Silver and Gold

Partners in these categories must be private entities. Among others, these could be:

- Large corporation, small-medium sized enterprises (SME) and scaleups
- Non-governmental organisations (NGO)
- Universities and research centres

As an exception to the private nature of these partners, public universities and research centres are also eligible in this category.

Large enterprises (non-SMEs), as defined in Annex 1, are only eligible for the Gold category.

Leading City

Partners in the category of Leading City must be public authorities. Among others, these could be:

- Municipalities and City Councils
- Public transport authorities
- Metropolitan areas
- Regional authorities

Benefits for each Partner Category:

	Private		Public
	Silver	Gold	Leading City
Connections with relevant mobility stakeholders, including cities and industry peers and start-ups to unlock new business opportunities.	Y	Y	Y

Access to the annual "EIT Urban Mobility Community Days" and Tomorrow.Mobility World Congress / Smart City Expo World Congress, and to the partner networking area on Mobility Innovators.	Y	Y	Y
Participation in relevant third-party events, speaking sessions and roundtables, subject to available places and the applicable selection criteria.	Y	Y	Y
Information on relevant third-party funding calls in addition to public information on EIT Urban Mobility calls, and invitations to related networking and ideation sessions.	Y	Y	Y
Participation in moderated public-private Market Dialogues.	Up to 1 session/year	Y	Y
Affiliated Entities[1] included in the partnership, subject to the eligibility and notification requirements in these Terms.	-	Up to 3	Up to 5
Access to EIT Urban Mobility's city network annual report on priority urban mobility challenges.	-	Y	Y
Access to quarterly report highlighting selected EU mobility policy developments and their potential implications for mobility industry participants and public authorities.	-	Y	Y
Participation in exchange knowledge and best practices sessions with peer leading cities and regions across Europe via EIT Urban Mobility City Club.	-	-	Y
Training and peer learning to strengthen your team´s capacity.	-	-	Y

2.2. Core Partners

Members of the EIT Urban Mobility Association ("**Core Partners**") may choose one of the Partner Categories to access the benefits of EIT Urban Mobility which are listed in point 2.1.

In accordance with the EIT Urban Mobility Association Articles of Association and By-laws, Core Partners have rights over the governance of EIT Urban Mobility:

- Approval and amendment of the Strategic Agenda of EIT Urban Mobility
- Governance involvement[2]: participation in the governance (e.g.: General Assemblies, Managing Board of the Association and Supervisory Board, etc.)
- Participation in the City Club (whenever they are cities)

Any entity may become a member of the EIT Urban Mobility Association by following the relevant admission procedure.[3]

[1] An affiliated entity shall be understood in the sense of Horizon Europe Regulations and the EU Financial Regulation (Article 2 (46) of the Horizon Europe Regulation and 187 (1) of the EU Financial Regulation). It is an entity that has a link with a beneficiary, in particular legal or capital link, which is neither limited to the project nor is established for the sole purpose of its implementation. Associations and Cluster organizations are not eligible for affiliated entities. Partners shall communicate to EIT Urban Mobility - to this mail servicedesk@eiturbanmobility.eu - the list of their Affiliated Entities at the beginning of the Subscription period or at the beginning of a project under which EIT Urban Mobility has awarded a subgrant. The communicated Affiliated Entities may not be changed during the course of the Subscription Period.

[2] Following the Articles of Association and By-laws of the EIT Urban Mobility Association.

[3] The admission procedure is regulated in the Articles of Association and By-laws of the EIT Urban Mobility Association, and it includes the payment of an entrance fee referred to in Annex 1.

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:

On the 30th of November your subscription will be automatically renewed.

You can downgrade or opt-out of your partnership for the following Subscription Period by sending an e-mail to the following address: servicedesk@eiturbanmobility.eu before the 30th of November. You can also downgrade or opt-out of your partnership for the current Subscription Period, by sending an e-mail to the following address: servicedesk@eiturbanmobility.eu; however, no reimbursement of Annual Fees shall apply.

Large enterprises in the Gold category cannot downgrade their partnership.

2.4. Limitations and Modifications

We use reasonable care and skill to offer you the Benefits. However, our offerings and their availability may be modified or suspended from time to time for extraordinary circumstances, for example:

- The offering of Benefits 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.

2.5. Third-Party Services

The EIT Urban Mobility Benefits 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.

3. IP rights

The Benefits and provided content are provided in accordance with the EIT Urban Mobility IP Policy disclosed at: IP-Policy-2021-EIT-Urban-Mobility.pdf.

4. Privacy and data protection policy

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

5. Payments and cancellation

5.1. Applicable Fees and Invoicing

Becoming a Partner of EIT Urban Mobility and enjoying the benefits of each Partner Category is subject to an annual partner fee that depends on the Partner Category chosen (as defined above, "Annual Fee"). Annual Fees are listed in Annex 1.

Annual 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 the relevant invoice.

In the event the Partner applies for a Partner Category after the 1st of 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 of October, fees for the remainder of such Subscription Period shall not apply. However, the Partner shall be bound to pay the Annual Fee for the following Subscription Period.

5.2. Fees and tax changes

Annual Fees may change periodically; price changes for the upcoming subscription period will be communicated to you by the latest on the 30th of October. Partners will be granted the right to downgrade or opt-out by the latest the 30th of November.

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 partnership as a Partner and the subsequent subscription to the Benefits shall be automatically renewed for annual periods at the end of the applicable Subscription Period and for the same Partner Category, unless you cancel your subscription before 30th of November by informing of your decision by email to servicedesk@eiturbanmobility.eu. If you don't cancel your subscription before the 30th of November, the full membership fee will be due. The non-payment of previous partnership fees does not cancel your partnership in the subsequent years.

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, Complaints

If you have any questions, complaints, or request further information concerning the Benefits 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 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, shall remain in effect 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 Benefits at any time if we reasonably believe you have breached any of these Terms or any other obligation you have with EIT Urban Mobility, if we temporarily or permanently stop providing the Benefits (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 offer the Benefits using reasonable care and skill and in accordance with any specification as provided by us. However, subject to that, Benefits are offered on an "as is" and "as available" basis without any specific service results or warranties of any kind, whether express, implied, or statutory.

Neither we or 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, neither we or any other owner of the content 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 other owner of content warrants that the Benefits 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 Benefits 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 Benefits, 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 Benefits is to first bring your concern in accordance with 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 Benefit.

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 Benefits, 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 Benefits, 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 version of the Terms on our website (provided that, for material changes, we will 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 Benefits 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 Benefits under the updated Terms, you may terminate your subscription by contacting us and ceasing the use of the EIT Urban Mobility Benefits before the earliest of the following dates: (i) 30th of November or (ii) 30 days after communication of the revised version of the Terms. Should the earliest of such dates be 30 days after communication of the revised version of the Terms, EIT Urban Mobility will reimburse the Annual Fee on a pro rata basis for the remainder of the Subscription Period.

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.

Annex 1

Annual Fees for Partners

Type of Organisation*	Gold	Leading Cities	Silver
Universities, RTO's, others	30,000 EUR	n.a.	10,000 EUR
Large Enterprises (non-SME)	30,000 EUR	n.a.	n.a.
Small and Medium Enterprises, non-profits	30,000 EUR	n.a.	5,000 EUR
Public authorities > 300,000 inhabitants	n.a.	10,000 EUR	n.a.
Public authorities < 300,000 inhabitants	n.a.	5,000 EUR	n.a.

*Definitions

- ***Large enterprise (non-SME):*** *a commercial enterprise that does not qualify as an SME under Commission Recommendation 2003/361/EC.*
- ***SME:***
  a commercial enterprise that meets both of the following conditions under Commission Recommendation 2003/361/EC:
  • Fewer than 250 employees; and
  • Annual turnover of no more than €50 million or an annual balance-sheet total of no more than €43 million.
- ***Independence check:*** *where a commercial enterprise is not fully independent, headcount, turnover and balance-sheet data from partner and linked enterprises are aggregated in accordance with Commission Recommendation 2003/361/EC. The applicant must identify the related entities entitled to use the partnership. A reassessment of the fee category requires headcount and financial records for the last completed fiscal year, plus related-enterprise information.*
- ***RTO****: Research and Technology Organisations.*
- ***Non-profit organisations****: includes NGOs and entities whose governing documents prohibit distributing profits to members or owners.*

Partners can also become members of the EIT Urban Mobility Association by following the relevant admission procedure and paying the one-time entrance fee (€50,000.00[4]).

[4] This entrance partnership fee amount is displayed here as a reference; the exact valid amount is the one determined by the EIT Urban Mobility Association General Assembly.