Last update: September 2025

Introduction:

Free2move North America, Inc., 100 M St SE, Suite 600, Washington DC 20003, email address: hello-us@free2move.com (hereinafter referred to as "Free2move") operates a self drive / multi-user car sharing system and day rental (the "Free2move Services"). Subject to availability, Free2move rents vehicles to registered Customers within a specific home area determined at Free2move's discretion, for short or medium-term periods.

The following General Terms and Conditions apply to the use of Free2move vehicles via (i) the Free2move Website/App and (ii) third party platforms.

In case of a rental via the Free2move Website/App, the following General Terms and Conditions apply to the registration, driver's license validation, and the operation and/or lease of Free2move vehicles.

In case of a rental via third-party platforms, registration and driver's license validation are conducted through the respective third-party platform. In that situation, the following General Terms and Conditions (supplemented by Free2move's fees and costs policy) apply to the extent they relate to the lease and/or operation of Free2move vehicles. Therefore, in the situation where a third-party platform is used:

(1) the term "Customer" means individuals registered with the respective third-party platform and not with Free2move ;

(2) the term "Free2move App" and "Access Tool" mean the App of the respective third-party platform;

(3) the terms on registration, conclusion and termination of the Master Agreement (as defined below) (§ 1 (2)-(3) and § 15 (1)), on settlement account and Customer's data (§ 3), on driver's license validation (§ 4 (2) and (3)) and the corresponding right of termination (§ 15) as well as parts of the provisions on the Access Tool (§ 5 (2)-(4), on credit balances and payment (§ 7 (4)-(10)) as well as on assignment (§ 8 sent. 2) do not apply;

(4) References to Customer's registered data e.g., § 3 (2); § 5 (4); § 15 (2) (g) means the data registered in the third-party platform; and

(5) our Privacy Statement (§ 16) does not apply to the registration and driver's license validation but it applies to the processing of personal data that we carry out as a result of the use of Free2move vehicles.

§ 1 Subject matter

(1) These General Terms and Conditions shall apply to the registration and constitute the Master Agreement between the Customer and Free2move. They apply to Customer's account creation, driver's license validation ("Validation Agreement") and the lease/operation of Free2move vehicles ("Individual Lease Agreement"). An Individual Lease Agreement is accepted by the Customer for each rental, subject to this Master Agreement and any other terms agreed to by the Customer. The Customer's entering the required data and acceptance of these General Terms and Conditions constitutes acceptance of the Master Agreement and results in a binding agreement with Free2move. When a Customer leases/operates a Free2move vehicle, the General Terms and Conditions are automatically supplemented by Free2move's then-applicable fees and costs policy. The applicable prices and fees shall exclusively be the current prices and fees at the time of rental, or if a pre-rental reservation is made, at the time of reservation, as detailed in the Free2move App or in the fees and costs policy available on free2move.com.

(2) Free2move reserves the right, in its sole discretion, to reject the registration of a Customer. It may do so, for example, if there is reason to believe they will not act in accordance with the Master Agreement, is engaged or is likely to engage in unsafe, deceptive or fraudulent behavior, or is not in compliance with any other requirement(s) that Free2move has implemented. A Customer must not register several accounts with Free2move; doing so may result in Free2move denying a rental, at its sole discretion.

(3) Free2move expressly reserves the right to make reasonable amendments to the Master Agreement, including by revising these General Terms and Conditions. Notice of such amendments shall be communicated to Customers as required by applicable law; however, Customer is required to review and acknowledge these General Terms and Conditions prior to every rental. Changes shall be deemed approved if the Customer does not object to them in writing form (e.g. email sent to hello-us@free2move.com) within thirty (30) days of the date Free2move provides notice of the change, and/or commences a rental following notice of any such changes under the updated General Terms and Conditions. Free2move expressly reserves the right to change its fees and costs policy, which will be deemed accepted each time a Free2move service is used.

§ 2 Definitions

(1) "Customer" shall mean an individual, an entity or a partnership (the latter two are hereinafter also referred to as "Business Customers") that has properly and successfully registered with Free2move and entered into a valid Master Agreement with Free2move.

(2) ”Access Tool” or ”Free2move App” is a smartphone application that serves as the access medium for reserving and renting Free2move vehicles, to the extent this is technically possible at the respective Free2move location. For details on the technical availability and the functional scope of the Free2move App at each Free2move site, please refer to Free2move 's website. Instead of the Free2move App, it is also possible to use apps of other providers that are officially authorized by Free2move for leasing and terminating a lease of Free2move vehicles.

(3) “Home area” is the area within which Free2move vehicles can be rented and where they must be returned. The Home Areas in Free2move cities can be viewed, in their current form, on the Free2move website and in the Free2move App. Specific fees may be charged and payable when a Customer returns a Free2move vehicle to a specially designated zone, as indicated at booking and/or in Free2move’s fees ands cost policy; without limitation, § 14 (9) applies to all rentals.

(4) Drivers licenses from any U.S. State, the District of Columbia are accepted as valid driver's licenses. Non-U.S. driver's licenses are accepted only under certain conditions, and must be specifically approved through Free2move’s customer support department.

(5) “Carsharing” means rentals with a rental term of up to 24 hours that are reserved or commenced on short notice through the Free2move App.

(6) ”Day Rentals” are rentals lasting from 24 hours up to 14 days that are reserved spontaneously and/or commenced via the Free2move App. Free2move reserves the right to change the terms of any Day Rental offer, including as to whether Day Rentals are available.

§ 3 Payment means, Customer data

(1) In order to be able to rent, reserve, and use a Free2move vehicle, the Customer must have an approved payment method and must provide all required data, either during the registration process or in the Free2move App. Free2move reserves the right, in its sole discretion, to request credit card payment in order to enter into an Individual Lease Agreement with a Customer.

(2) Customers may not use another person’s payment method to register or to rent a Free2move vehicle. The payment method must match the Customer’s name. The Customer must keep all of their data (personal, payment, or otherwise) up to date in their Free2move user account. If the data is demonstrably out of date (*e.g.* email cannot be delivered, mobile phone number is outdated), Free2move reserves the right, in its sole discretion, to temporarily block such Customer's account and/or deny access to its vehicles. Free2move has the right at any time to demand that an applicant or user provide

appropriate information about his or her driving record, either at the time of application/registration or at any other time during the existence of the account.

(3) When saving the Customer's credit card details and accepting those as means of payment, the Customer authorizes Free2move to take payments from the respective credit card for all unpaid amounts, fees, damages, or lump sum costs payable under the Master Agreement, the Individual Lease Agreement, and/or that is otherwise owed to Free2move by the Customer.

(4) Low-Income Discount Opportunity plan. Free2move offers eligible customers a 20% discount off its prices. The Customer must apply by email to hello-us@free2move.com with the subject line "Low Income Discount Plan" and provide a current approval letter from the Department of Public Social Services showing that the Customer is receiving assistance from the City or State. The date of the approval letter must be within 3 months of the date of the Customer application and will be reviewed annually for compliance with the terms and conditions of the programme.

§ 4 Right to drive, driver's license validation

(1) The ability to rent, operate, and/or drive a Free2move vehicle is limited to individuals who:

a) have reached a minimum age of 21 years old and hold an approved and valid driver's license for cars in full force and effect (*i.e.*, not suspended, obsolete, canceled, invalidated or withdrawn in any form or fashion);

b) carry their valid driver's license with them during the term of the lease and comply with all conditions as required by any agreement, schedule, or policy implemented by Free2move (including, without limitation, this Master Agreement);

c) have an active account with Free2move, a different provider or a different Free2move national company that has been officially authorized by Free2move for the rental of Free2move vehicles.

(2) Customers who are individuals must validate their identity and driver’s license through the online validation process according to the instructions provided by Free2move prior to entering into an Individual Lease Agreement. Validation with the Free2move App is made through a Validation Agreement with Free2move. The agreement is entered into when the Customer chooses the driver’s license validation option in the Free2move App and uploads the required photos of the Customer’s driver’s license (front and back) along with a photo of themselves. After the upload of the Customer’s photos and receipt by Free2move, the validation process commences. Free2move reserves the right to refuse access to its vehicles if it determines, in its sole discretion, that a Customer’s driver’s license has not been sufficiently validated.

(3) Once Free2move validates a Customer's driver's license, Free2move activates the Customer's Access Tool for a maximum period of thirty-six (36) months. Re-validation is required at the end of the 36 month period. Notwithstanding the foregoing, Free2move may, at its sole discretion, require a Customer to re-validate their driver's license at any time. Free2move reserves the right not to validate a driver's license for any reason and in its sole discretion, including, without limitation, based upon information that is suggestive of fraud.

(4) If a Customer's driver's license becomes invalid for any reason (including, without limitation, by reason of suspension, obsolescence, cancellation, invalidation, withdrawal, or any other similar reason) or if it is lost, the right to drive the Free2move vehicle shall immediately be suspended for the duration that the license cannot be validated or is lost. Customers shall notify Free2move without undue delay of the suspension or any other limitation of their right to drive, any driving bans becoming effective or any temporary securing or seizure of their driver's license. The suspension, revocation or expiration of such driver's license shall result in Free2move denying the Customer's access to its vehicles and/or immediately terminating the Customer's account.

(5) No person who is not the specific Customer who books a rental through their personal account is authorized to drive a Free2move vehicle. The Free2move Customer account is personal, and may be used only by the Customer. No "other drivers" or similar arrangement is permitted. The Customer remains responsible for his/her account and the use made of it. That information, along with any connection data associated with the account, may not be shared or communicated with any third party. If a Customer does not comply with these requirements, as a nonexclusive remedy, the Customer will be required to pay an additional fee in the amount specified in Free2move's the-applicable fees and costs policy. The Customer who uses their account to book a rental remains fully responsible for any claims or damages associated with the use of the vehicle.

§ 5 Access Tool

(1) To be able to use the Free2move App as an access tool, the Customer must have a cell phone that is compatible with the technical requirements of the Free2move App. That information can be reviewed in the FAQ section of Free2move website. For every download of the App, the system automatically checks whether the cell phone is compatible with such requirements; Free2move does not guarantee compatibility with any specific type of operating system, particularly those older than those indicated in the FAQ section of the Free2move website. The Customer must possess, through the device being used, mobile data communication and Bluetooth connection capability, and shall bear any data transmission costs which become payable to the Customer's mobile service provider.

(2) Any modification of the Free2move App by a Customer or other unauthorized third party is strictly prohibited. Any non-compliance or attempt at a modification will immediately lead

to the Customer's exclusion from Free2move (account suspension or termination) and the Customer shall be responsible for cost or damage (including attorney's fees) resulting from the Customer's breach of this provision.

(3) The Customer must immediately (no less than 24 hours after discovery of the loss) report the loss or destruction of any mobile device on which the Free2move App is installed to Free2move 's service center so Free2move can block such Access Tool and prevent misuse. Generally, Free2move will notify the Customer by email that the Access Tool has been blocked.

(4) During the registration process, the Customer must create a secure password to access confidential information and functionalities in the Free2move App portal (*e.g.* rent Free2move vehicles, view invoices, view/change personal/business data). In addition, the Customer must create a secure personal identification number (PIN) for the purpose of authenticating themselves in the Free2move vehicle or in the Free2move App to start a trip. The Customer is responsible for the confidentiality of their account and all passwords/PINs, and to protect them from access by any third party. In particular, the Customer must not note or store their password and/or PIN in the Access Tool or in its carrier medium, or otherwise store or record them near the Access Tool. The Customer shall change their password and/or PIN (the latter by contacting Free2move customer service) immediately if there is reason to assume that it/they might have been disclosed to any third party.

§ 6 Reservation and conclusion of Individual Lease Agreements

(1) Only registered and validated Customers may rent Free2move vehicles. Only the Free2move vehicles shown in its App may be used.

(2) Reservation for Carsharing and Day Rentals. A specific Free2move vehicle may be reserved in advance by using the processes set forth in the App or on the Free2move website. The maximum reservation time for a vehicle is stated on the Website and/or in the Free2move App. If a vehicle is pre-reserved prior to use, the reservation itself is free of charge for the duration shown in the Free2move App. Once the free reservation period expires without cancellation or use of a vehicle, the reservation is subject to fees for each additional minute of reservation time at the rates shown in the Free2move App. Fees shall also apply if the Customer actively prolongs the reservation or re-reserves the Free2move vehicle within a short period of time after cancellation of a reservation, in Free2move's discretion. Reservations may only be made through the Free2move App. Free2move may deny a reservation or request for rental in its sole discretion. Customers should note that there may be deviations between the actual and indicated location of a vehicle in the App due to inaccuracies or lack of precision of the GPS signal associated with the vehicle. The Customer assumes the risk that a vehicle may not be in the exact location indicated by the App, and Free2move does not assume any liability or responsibility resulting from imprecise or inaccurate indicated vehicle locations.

(3) Commencement of Individual Lease Agreements. The Individual Lease Agreement on the use of a Free2move vehicle is entered into when the Customer starts the lease with his Access Tool and the onboard computer of the Free2move vehicle has confirmed the lease by opening the central locking mechanism. By opening the Free2move vehicle the motor is unlocked and the Free2move vehicle can be used. By entering their PIN into the Free2move App, the Customer accepts all responsibilities, obligations, costs and fees associated with the use of the vehicle.

a) Mandatory inventory of fixtures before starting rental / Damage and soiling. Before starting a rental, the Customer must check the condition of the Free2move vehicle, verifying that there are no visible defects or damage or significant soiling/interior damage, and that there is no garbage inside the passenger compartment or trunk. This process, which will also include an inventory of items in the vehicle, is documented and reported to Free2move through the Free2move App. The information provided by the Customer shall constitute proof of the condition of the interior and exterior of the vehicle prior to the commencement of the rental and shall be binding on the Customer. Free2move reserves the right, in its discretion, to seek damages or additional fees from the Customer if it determines that the information provided by the Customer is fraudulent or inaccurate in any way.

In the case of serious defect, damage and/or soiling, the Customer shall contact Free2move by telephone to report the nature and seriousness of the defect, damage and/or soiling. Such report must be made by the Customer prior to starting the engine; failure to do so will result in the Customer being responsible for the defect, damage or soiling, unless Free2move is able to determine otherwise through credible evidence. The Customer is obliged to provide all information related to defects, damage, or soiling completely and truthfully. Free2move may, at its sole discretion, prohibit the use of the Free2move vehicle if driving safety may be impaired by any damage, defect, or other condition of the vehicle.

b) Lights on the dashboard. If any lights on the vehicle's dashboard, or other relevant warning indicators, indicate damage, a mechanical issue, low/flat/punctured tires, any safety issue, and/or any other similar problem, or such issue is open and obvious to the Customer through a routine visual inspection, the Customer must notify Free2move immediately through the App, and to thereafter exit the vehicle and/or change vehicles. Should the Customer fail to exit/change vehicles and improperly proceeds with the rental in this situation, they expressly accept all risks and also assume all liability for damage to the vehicle or to third parties, including, without limitation, as to the vehicle's tires.

(4) Free2move may call the Customer using the Customer's registered cell phone number if the use of a vehicle is interrupted for any reason. The Customer remains responsible for all cell phone charges.

(5) The term of the Individual Lease Agreement shall commence upon entering into the agreement and end when the Customer has properly terminated the lease pursuant to §

10; or if Free2move unilaterally terminates the rental in accordance with the Master Agreement or any other agreement between Free2move and the Customer.

(6) The term of an Individual Lease Agreement for Carsharing shall be no more than 24 hours. The term of an Individual Lease Agreement for Day Rentals shall be no more than 14 days. Free2move may sometimes offer an extended maximum term for an Individual Lease Agreement through the Free2move App. Free2move reserves the right, in its sole discretion, to terminate Individual Lease Agreements unilaterally at any time and for any reason, including if the respective maximum term has expired.

(7) Free2move is entitled to terminate a rental, possess the Free2move vehicle and/or replace it with a comparable Free2move vehicle at any time. Such changes of vehicles shall be performed in coordination with the Customer as is reasonably possible.

(8) By accepting the Free2move Individual Rental Agreement and commencing a journey, the Customer accepts and agrees to comply with all applicable terms and conditions, including all of the terms and conditions of the Master Agreement.

§ 7 Prices, default in payment, credit balance

(1) The Customer shall pay for a rental at the rate specified in the App or other booking mechanism applicable at the commencement of each respective individual lease. The relevant rate is displayed to the Customer prior to each lease within the Free2move App (or in applicable third-party booking apps or websites). The rate is locked and cannot be changed once the individual lease commences. All lump sum costs are set out in the fees and costs policy as amended from time to time, and the Customer agrees to pay all such costs/fees. All quoted prices are end prices and include applicable taxes. For Carsharing and Day Rentals, the payment is charged upon termination of the Individual Lease Agreement once the full amount of the rental can reasonably be determined. Nothing contained, herein, however, prevents Free2move from charging additional amounts for unauthorized use, damage, or similar costs that are discovered by Free2move after the rental is complete.

(2) Free2move may require pre-authorization of an amount as a deposit on the means of payment provided by the Customer prior to the commencement of the individual rental and/or during the trip. No deposit will be charged without the agreement of the Customer, who will be informed in advance of its conditions and amount. The pre-authorized amount will be used to cover the estimated service charges and any additional charges that may be incurred. In the event a pre-authorization request is rejected by the payment source (such as a credit card company), the Customer must immediately return the Vehicle to the Free2move Home Area. In the event of non-compliance, Free2move may immobilize

the Vehicle and take steps to recover it. The Customer shall be responsible for any charges associated with the immobilization and/or recovery of the vehicle in this situation.

(3) If a Free2move vehicle cannot be used due to properly documented damage, mechanical issue, lack of keys, or other similar problem outside of the Customer's control, no fees will be charged to the Customer for reserving or renting such vehicle.

(4) Customers may carry a credit balance in their account that may be applied to future rentals. A credit balance may result from Free2move refunding amounts previously paid by a Customer, or through certain promotional activities. All relevant conditions apply with respect to any promotional activities; promotional credits cannot be converted to cash for any reason.

(5) If Free2move credits a Customer's account, this usually occurs within 3 business days. Funds can only be credited on the Customer's standard payment profile (private), but not to a Business Customer profile, and cannot be transferred to another standard payment profile (private). If the Customer's account contains a credit balance that is locally redeemable, the relevant credit balance be applied first to any subsequent rental. The credit funds expiring the soonest will be consumed first. To the extent the Customer does not have funds on his/her account, – or the usage exceeds the existing funds – the Customer's preferred means of payment will be used for the charges. The Customer can view the current status of his/her funds at any time in the Free2move App or in their Free2move account on Free2move's website. Any credits not used within the validity period of the respective funds shall be forfeited.

(6) Apart from credits granted following a refund, which the Customer may use as he/she sees fit, credits granted by Free2move at its discretion can only be used for the following rates and fees but cannot be disbursed: Driving, long distance rates and zone specific rates.

(7) The use of Free2move vehicles shall – in line with the Customer's selection in the Individual Lease Agreement – be accounted for in accordance with the relevant package and/or in accordance with the respective standard rates per minute or part thereof (unfinished minutes shall be charged as full minutes). Packages shall only apply for one lease of a Free2move vehicle. A package is only valid for one trip and expires at the end of the lease.

(8) Payments as a private Customer shall be made according to the selected means of payment. The Customer shall ensure that his/her selected means of payment is sufficient to cover all rental costs, fees, or similar obligations. If any amount charged to a Customer is not paid by the payor source (bank, credit card company, etc.) the Customer shall pay any associated bank expenses and, in addition, a collection charge as defined as a percentage of the amounts that are due by the Customer to Free2move. Free2move

reserves the right to reject any payment source used by the Customer and, if several payment sources are contained in the Customer's account, may change the default means of payment selected by the Customer to another available payment source. Free2move shall notify the Customer as to any change to the default form of payment for the Customer's account.

(9) Payments as a Business Customer shall be made by bank transfer or by credit card upon periodic invoicing.

(10) A Customer shall have no right of setoff or abatement with respect to any amount the Customer owes to Free2move, and may not refuse payment or engage in any sort of self-help with regards to any amounts owed. No Customer shall have any right whatsoever (including any lien rights) as to any Free2move vehicle, and shall not retain or use any Free2move vehicle beyond the time authorized by Free2move, in Free2move's sole discretion.

(11) Special offers, discounts, vouchers and similar offers cannot be combined, unless expressly permitted otherwise in writing by Free2move.

§ 8 Assignment

Free2move reserves the right to assign its receivables under the Master Agreement and/or any other agreement between it and a Customer. If it makes such an assignment, Free2move shall be entitled to provide any and all data required for the assignment of receivables to the assignee, subject to applicable law. Free2move or the assignee shall notify the Customer within a reasonable time following such assignment in the respective invoice, or through another written communication. In such a case, the Customer may be required to make payments to the assignee only.

§ 9 General obligations of the Customer / prohibitions

(1) If the Customer is required to contact Free2move, he/she shall use the telephone number specified in the Free2move App. Alternatively, he/she may also use a telephone installation contained within the applicable Free2move vehicle, if available.

(2) The Customer is required to:

a) treat the Free2move vehicle carefully and gently, obey all traffic laws, rules, and/or regulations, observe the provisions of the manufacturer's operation manual, and not exceed vehicle running requirements, including the specified maximum revolutions per minute (RPMs) and speeds;

b) notify Free2move immediately of any damage resulting from neglect, accident, misuse, breakage, vandalism, traffic accidents (whether or not involving third parties), or of any soiling, staining, water damage, or similar damage to the vehicle's interior or exterior;

c) protect the Free2move vehicle against theft (windows must be closed, personal items and keys must be hidden and the vehicle must be fully and completely locked when not in use);

d) check the operating fluids (oil, wiper fluid, etc.) and tire pressures on trips at regular intervals and, if necessary, adjust them – if oil has to be refilled, the type of oil must be confirmed with Free2move's customer service;

e) check the Free2move vehicle for defects / damages prior to driving and report them immediately;

f) Comply with all statutory requirements in connection with the operation and use of the Free2move vehicle, including under applicable federal or state auto or traffic laws, rules, or regulations;

g) stop immediately if a warning light or similar indicator appears on the dashboard or other display and contact Free2move to discuss whether the trip may be continued;

h) ensure that, when using an electric vehicle, the battery has sufficient capacity at the time of leaving the home area to bring the vehicle back into the home area and to be able to properly start the charging process;

i) pay for the refueling or recharging of a Free2move vehicle when necessary. A refund will be made only when a corresponding receipt is sent to Free2move and the expense is consistent with Free2move's applicable policies and procedures.

(3) The Customer must not:

a) Operate the Free2move vehicle under the influence of alcohol, drugs, pharmaceuticals, or any other substance which might impair their fitness to drive; or operate the vehicle when the Customer is not physically or mentally capable of operating the vehicle safely;

b) deactivate any airbag, unless this is necessary and authorized to transport children or infants in an approved child seat while observing all seat elevation requirements. A Customer employing a child seat must observe all instructions of the manufacturer relating to the installation of child/infant seats both in accordance with § 9 (3) m) below. If the passenger airbag has been deactivated, the Customer must activate the passenger airbag when terminating the lease (§ 10 (1) e));

c) use the Free2move vehicle for motor sports events, races, or similar events of any kind, sanctioned or otherwise;

d) use the Free2move vehicle for vehicle tests, driving training or for transporting persons or goods for commercial purposes (*e.g.*, courier services, food delivery, transport of individuals (Uber/Lyft), *etc.*), unless Free2move has pre-approved the specific use in writing;

e) use a Free2move vehicle to transport easily flammable, poisonous or otherwise hazardous substances to the extent they significantly exceed household quantities or in ways that violate applicable law;

f) use the Free2move vehicle to transport objects or substances that might impair driving safety or damage the interior of the Free2move vehicle due to their nature, size, form or weight. Further, if a vehicle is overloaded or loaded with items that do not easily fit within its interior, damages to the vehicle may be charged to the Customer, and Customer shall be responsible for all such damages;

g) use the Free2move vehicle to commit, aid, or abet criminal offenses;

h) smoke/vape (including using any form of cigarettes and e-cigarettes etc.) or allow others to smoke/vape in the Free2move vehicle, or to use smokeless tobacco in the Free2move vehicle;

i) take animals into the Free2move vehicle, unless they are in a closed cage that is safely placed in the trunk;

j) soil, stain, or damage the interior of the Free2move vehicle or leave any kind of waste in the Free2move vehicle;

k) carry more passengers than the number permitted by the vehicle registration;

l) carry out repairs or any alterations to the Free2move vehicle or have such repairs or alterations carried out by others at the Customer's direction;

m) transport children or babies without a necessary seat elevation/child seat. The Customer must observe all instructions of the manufacturer relating to the installation of child/infant seats;

n) make trips outside of the United States with the Free2move vehicle, unless explicitly permitted in the Free2move App or unless the drive abroad option has been booked on the basis of the fees set out in the fees and costs policy and/or shown in the Free2move App; and

o) park Free2move vehicles perpendicular to the road or in an inappropriate space (*i.e.,* non-exhaustively, in/on a bus line, bicycle path, cash-in-transit lane, handicap parking space, in front of a garage, or in any other place where parking is prohibited or restricted).

p) Trips cannot be ended on any street that has signs marked with rush hour restrictions at any time of day or night, or where parking restrictions are in place to take effect within 48 hours of the time in which you are parking the car, such as street-sweeping restrictions.

(4) The Customer shall pay all amounts set out in the fees and costs policy for any non-compliance with § 9 (2) and/or (3). The fees associated with non-compliance are non-exclusive and do not prevent Free2move from seeking damages or relief under any other theory of recovery.

(5) In the interest of the environment, the general public, and the other Customers, the Customer's driving style must be environmentally sound and fuel-efficient to the extent practicable.

§ 10 End of lease

(1) When a Customer ends a rental/ terminates a lease (and, thereby terminates the Individual Lease Agreement), the Customer must:

a) inform themselves about the parking options approved by Free2move in their respective city. The Customer must park the Free2move vehicle properly and in an approved parking location. All parking must be done in accordance with applicable traffic/road rules. Generally, parking must be in a specifically marked parking space provided by Free2move or in a paying or non-paying public car park approved by Free2move. Customers may be required to use a correctly set parking disk if required and a parking disk is located in the Free2move vehicle. Free2move may also offer defined parking spaces on private property in cooperation with local partners. The usage regulations of the respective partner apply and the Customer shall adhere to the partner's instructions. Any violation of traffic rules or prohibitions imposed by the owner of a private parking space shall be at the Customer's expense.

b) not terminate the Free2move lease on any private or business premises (e.g. parking garages, backyards, etc.) which are not expressly marked as Free2move car parks. Vehicles must not be left in the parking lots of shopping centers, supermarkets, restaurants, universities, etc. or any unpaved area.

c) return keys (if the vehicle has any) and, if applicable, parking cards by putting them into the fixture provided for this purpose; and lock the vehicle;

d) make sure that the vehicle's parking brake has been activated, all windows and doors have been fully closed and all lights have been switched off;

e) make sure that the passenger airbag is activated; and

f) make sure that no waste is left in the Free2move vehicle and that any staining/soiling is cleaned up. Vehicles must be left in the same or better condition than when the rental commenced.

(2) In areas where parking is not allowed on certain days or at certain times (*e.g.* "No Parking ," "Permit Parking Only," or "Resident Parking Only" restrictions, or during street sweeping times) the lease may not be terminated at such locations. The same shall apply to parking prohibitions that have already been imposed but are not yet valid in terms of time (*e.g.* temporary parking prohibitions because of events or relocations). Vehicles cannot be parked in a timed space with a limit of less than 2 hours. Exceptions might apply as indicated on the Free2move website and/or in the Free2move App. If the lease of an electric vehicle is terminated at a Free2move charging point, the Customer must park the vehicle at a charging point in a space marked for this purpose and start the charging process. The termination of the lease may occur only after this has been completed. This shall not affect § 10 (5).

(3) The lease of a Free2move vehicle with a combustion/hybrid engine may be terminated only if the remaining "miles to empty" or similar indicator is more than 10 miles. The lease of an electric vehicle with less than 10% battery power may only be terminated at a Free2move charging point after the vehicle has been plugged in for charging. The Customer must park the electric vehicle at a charging point in a space marked for this purpose and start the charging process. The Customer may initiate the termination of the lease only after this has occurred. This shall not affect § 10 (5). If a Customer does not comply with this policy, they may be charged additional fees pursuant to Free2move's fees and costs policy

(4) The lease can only be terminated:

a) if the Free2move vehicle is located within the home area in which the rental was started, and in an approved parking location. The limits of the home area can be viewed at any time in the Free2move App.

b) if a cell phone connection can be established at the location of the Free2move vehicle. Where this is not possible the Customer must relocate the Free2move vehicle to a location with mobile service.

(5) Customers must terminate the lease via their Access Tool. Free2move may ask the Customer to check the vehicle condition before terminating the lease. Prior to this, the

keys (if the vehicle has any) and parking card must be placed in the appropriate location in the vehicle, and the windows and doors must be closed (see generally § 10 (1)). Free2move reserves the right to automatically initiate a lease termination once the Free2move vehicle has been properly parked. The lease is terminated only after all of the Customer's requirements have been fulfilled and the vehicle confirms that its central locking system has been locked. The Customer must ensure that the termination process of the lease is fully completed before leaving the Free2move vehicle. If the Customer leaves the Free2move vehicle before the lease is terminated, the lease continues at the expense of the Customer.

(6) If the lease cannot be terminated, the Customer shall promptly notify Free2move accordingly and stay with the Free2move vehicle until the service center has made a decision on how to proceed, which shall not exceed 30 minutes. After this period, the Customer must contact customer service via the App and/or by email.

Contacting Customer service will enable Free2move to reimburse the Customer in the event of additional costs, provided that the failure to terminate the rental is due to factors outside of the Customer's reasonable control or a malfunction attributable to Free2move. Free2move will not reimburse the Customer for costs charged if the Customer fails to comply with end-of-rental obligations, such as:

- closing the doors;
- locking the vehicle;
- parking the vehicle in an approved area;
- ensuring the keys are stored inside the vehicle, if any.

If the Customer fails to comply with these obligations at the end of the rental period, payment of additional fees may apply in accordance with the fees and costs policy.

(7) If the Customer fails to return the vehicle keys (if the vehicle has any) or other vehicle accessories with the Free2move vehicle at the termination of the lease, the Customer must return all keys/accessories to Free2move no later than 12 hours after termination of the lease. Otherwise an additional fee in accordance with the fee and cost policy shall apply.

(8) If an accident occurs that immobilizes the Free2move vehicle, the lease shall end upon the towing company taking possession of the vehicle.

§ 11 Handling of accidents, damage, defects and repairs

(1) The Customer shall promptly report any accidents, damage or defects occurring during the trip by telephone to Free2move's customer service center. Similarly, all damage or defects the existing prior to the commencement of the lease must be reported before the lease commences. See also § 6 (3).

(2) The Customer must notify the police immediately of any events involving personal injury or damage to property, or any other event requiring the Customer to do so that occurs during the rental period, such as :

- any accident (whether or not involving a third party);
- any damage caused by an animal;
- vehicle theft;
- vehicle fire;
- vandalism, or any other criminal act resulting in damage to the vehicle.

Any accident must also be reported to Free2move as soon as possible. This provision will apply in the case of an accident caused by the Customer or by a third party, regardless of whether the damage is minor or not. Unless injured and requiring medical treatment or required by law enforcement, the Customer may only leave the scene of the accident after:

a) law enforcement has finished its acquisition of accident information/data; and
b) the Customer has informed the Free2move customer service center pursuant to § 11 (2)); and

c) measures to preserve the evidence and to mitigate the damage have been taken in consultation with Free2move; and

d) the Free2move vehicle has been delivered to a towing company or otherwise safely secured in consultation with Free2move or has been removed by the Customer.

(3) If a Customer admits fault for an accident, they shall be personally liable. Any acknowledgement of liability by a Customer does not constitute any admission that Free2move is liable, or that any insurer of Free2move is liable. Customers have no ability to obligate Free2move or its insurers in any form or fashion, and any attempt to do so is null and void. Nothing contained herein, however, prevents a Customer from being liable for an accident if they do not admit fault.

(4) Any accident involving a third party, or the Customer only, must be reported to Free2move by the Customer, whether the Customer caused the accident or not, so that Free2move can provide a damage declaration form. All such forms must be completed within 7 (seven) days and returned by email. Additional information may be requested by Free2move. A Customer's ability to rely upon any insurance coverage provided by or obtained through Free2move (if any), is conditioned upon the Customer complying with all requirements imposed by Free2move or the applicable insurer, and abiding by all required timeframes to provide relevant documents and/or information. If any applicable coverage is denied as a result of non-compliance by the Customer, Free2move reserves the right to charge the Customer for all damage associated with the accident that it incurs or that it or its insurer(s) are otherwise obligated to pay.

(5) Free2move shall be entitled to any compensation paid in relation to damage to the Free2move vehicle. If the Customer receives any such payments, the Customer must immediately transfer them to Free2move without the necessity of any formal demand.

(6) Upon Free2move's request, the Customer shall immediately identify the precise location of the Free2move vehicle and facilitate an inspection of the Free2move vehicle in their possession or control.

(7) Only Free2move shall choose the workshop for repairing the Free2move vehicle in case of damages. A Customer shall not unilaterally repair a vehicle without Free2move's express written consent. Any repairs made by a Customer without express written authorization shall be the sole responsibility of the Customer.

(8) Some vehicles may have parking sensors, navigation devices, or other safety features/warning devices. All of those are auxiliary devices, and they do not release Customers from their duty of care while driving. Free2move vehicles are also equipped with an electronic device that automatically detects shocks to the vehicle. If a shock is detected, Free2move reserves the right to contact the Customer immediately to diagnose the source of the shock and take the necessary assistance measures. Free2move also reserves the right to contact the Customer in the event of smoke being detected in the passenger compartment, as vehicles may also be fitted with smoke detectors.

§ 12 Damage to third parties, damage to the vehicle and theft: Insurance coverages and contractual limitation of liability of the Customer

Auto insurance policy and auto physical damage insurance

(1) The Free2move vehicle is covered by third party coverage and, when purchased by the Customer, auto physical damage (APD) coverage. To the extent the provisions of these Terms and Conditions differ from the provisions of the applicable policies, the terms of the policies shall apply. Nothing in these Terms and Conditions prevent additional insurance coverages to apply to a Customer's use of a Free2move vehicle, including personal insurance coverage maintained by a Customer themselves.

(2) The insurance covers the liability of the driver or of the passengers for property damage or bodily damage caused to third parties up to certain amounts. This insurance also covers bodily damage to passengers transported under adequately safe conditions in the Free2move vehicle, also up to certain amounts. Damage suffered by the driver of the vehicle (including bodily injury in case of accident), damage to animals and goods in the vehicle, and damage to the Free2move vehicle itself are **not** covered by this insurance.

(3) The third-party liability insurance provided by Free2move is limited to the state minimum requirements as mandated by applicable law. The Customer expressly acknowledges and agrees that:

a) Any claims exceeding the state minimum coverage limits shall be the Customer's sole responsibility;

b) The Customer shall defend, indemnify and hold Free2move harmless from any direct claims made against Free2move exceeding these limits;
c) The Customer expressly agrees to pay any amount exceeding the state minimum coverage limits;

(4) The Customer shall be liable to Free2move for any damage incurred by Free2move caused by the Customer. This shall include, without limitation, all costs incurred in connection with the rental of the vehicle, the theft of, damage to or loss of the vehicles, its keys (if the vehicle has any) and/or accessories (including parking card).

(5) In the event that the Customer is liable and no insurance coverage exists under the vehicle insurance referenced above, the Customer shall indemnify Free2move from any third-party claims, including but not limited to any attorney's fees incurred by Free2move in defense of a claim.

Theft and loss

(6) The Customer is liable to Free2move for any and all losses from theft or loss arising from the Customer's non-compliance with these Terms & Conditions or as a result of the Customer's neglect, recklessness, or intentional conduct, including up to the full value of the vehicle and any ancillary costs, such as attorney's fees, recovery costs, or repair costs. A non-exhaustive list of examples of culpable conduct includes leaving the keys in the car, leaving the doors open or closed without locking, leaving the windows open, or leaving the vehicle unattended when it is not locked.

The loss of keys and/or accessories is the sole responsibility of the Customer, up to the value of said items.

Damage to the Free2move vehicle

(7) The Customer is responsible for any damages that occur to the vehicle while it is being rented. Free2move may offer optional insurance coverages with a reduced deductible. If the Customer chooses and purchases those optional coverages, then the terms and conditions of the optional coverages shall apply.

(8) The Customer shall be responsible for compensating Free2move for all damages and costs arising from any incident, including but not limited to:
a) Direct damage to the vehicle
b) Loss of use during vehicle immobilization
c) Expert assessment fees
d) Administrative processing costs
e) Towing expenses
f) Storage fees
g) Diminished value of the vehicle

h) Any other reasonable costs incurred by Free2move as a result of the incident.

(9) These costs shall be included in the total damage calculation before any applicable damage waiver is applied. If it is subsequently determined that any damage waiver should not have applied due to an exclusion, the Customer agrees to:

a) Pay Free2move for all damages as calculated above

b) Reimburse Free2move for any amounts paid to third parties

c) Reimburse any amounts previously covered by the damage waiver

(10) The liability of the Customer also extends to the incidental damage such as expert's fees, towing charges, as such costs are invoiced to Free2move by third parties, or as otherwise incurred by Free2move.

(11) The Customer's liability for damage to the Free2move vehicle (including keys and/or accessories (including parking card)) shall be limited according to the following provision. The Customer shall not be liable for that part of any damage for which Free2move is indemnified by a liable third party or by the insurer of such third party, nor for any damage not attributable to the Customer.

(12) Carsharing. In the case of Carsharing, the Customer's liability for damage to the Free2move vehicle is limited to a deductible of $5,000 (five thousand dollars). Free2move may offer an optional insurance coverage with reduced deductible. If the Customer chooses and purchases those optional coverages, then the terms and conditions of the optional coverages shall apply.

(13) Any damage waiver or deductible reduction option purchased by the Customer shall be applied to the total damage calculation as defined above, provided no exclusions apply. If it is subsequently determined that an exclusion did apply, the Customer acknowledges and agrees that:

a) The damage waiver shall be retroactively voided

b) The Customer shall become immediately liable for the full amount of damages

c) The Customer shall reimburse Free2move for any amounts previously covered by the damage waiver

d) This obligation includes reimbursement for any third-party claims paid by Free2move or its insurers

(14) Day Rentals. In case of Day Rentals, the Customer is liable for damages caused to the vehicle by their actions. However, Free2move may offer optional insurances and/or limitation of liability with reduced deductible. If the Customer chooses and purchases those optional coverages, then the terms and conditions of the optional coverages shall apply.

(15) Any reduction or limitation of liability for a Customer contained in these General Terms and Conditions or an any other agreement between the Customer and Free2move

(whether through insurance coverages, reduced deductibles, or otherwise) shall not apply unless (i) the Free2move vehicles have been used in compliance with these General Terms and Conditions and the Master Agreement and (ii) the Customer has promptly notified Free2move in writing of any damage and in accordance with § 11.

(16) The Customer acknowledges and agrees that all insurance exclusions detailed herein remain valid and enforceable even if Free2move or its insurer has been required to compensate third parties under mandatory insurance provisions. In such cases, Free2move and/or its insurer retain the right to seek full reimbursement from the Customer for any payments made if an exclusion applies.

Without limitation of the generality of the foregoing, and in supplement thereto, any limitation or reduction of liability does not apply in case of:

a) material violations of the Customer's obligations pursuant to § 9;

b) any false declaration or failure to declare an accident or damages pursuant to § 11;

c) any damages caused by intentional conduct, recklessness, or gross negligence;

d) mechanical damage to the Free2move vehicle caused by incorrect operation (e.g. engine damage caused by wrong fueling) ;
e) allowing a third party to drive a Free2move vehicle without authorization in breach of § 4 (5);
f) Fault on the part of Customer, whether contractual or tortious;
g) Damage caused by failing to take into account the vehicle's malfunctioning or abnormal operating warning lights or similar warnings;
h) In the case of an electric vehicle, damage caused by an empty or insufficiently charged battery;
i) Damage caused to tires (if no third party involved);
j) Loss of keys or accessories;
k) Damage to the lower parts of the vehicle (below the axle of the wheel). Example: hitting a stump, sidewalk, object on the road;
l) Failure to comply with the vehicle operating conditions;
m) Ignorance of the vehicle's characteristics, in particular the compatibility of its span with a parking entrance or parking space;
n) Failing to comply with the legal and regulatory provisions relating to the rules of the road and/or road safety;
o) Driving under the influence of alcohol, intoxicants, controlled substances, or medication (prescription or otherwise) that impairs one's ability to safely operate a motor vehicle, or operating a vehicle while suffering from a mental or physical condition that impairs one's ability to safely operate such vehicle;
p) Non-payment or late payment of any amounts due to Free2move;

q) Use of the vehicle after the expiration or termination of the rental agreement;
r) Any form of negligence not specifically enumerated elsewhere in the Terms;
s) Operating the vehicle outside the authorized service area.

(17) The Customer will not benefit from any limitation of liability if deductible(s) do not apply. The Customer agrees to indemnify and hold Free2move harmless from and against any and all damages caused to the Vehicle while using it.

(18) If a breach by the Customer of the obligations regulated in this agreement results in the insurer being able to take recourse against Free2move, Free2move shall be entitled to pursue recourse against the Customer to the same extent.

(19) Any vehicle repairs shall be directed by Free2move using repair shops selected by Free2move. Where the cost of repairs are the responsibility of a Customer, Free2move will send to the Customer pictures of the damage and the estimation of cost, as per a quote issued by a repair facility or other expert designated by Free2move. Any such repair quote shall be deemed accepted by the Customer if the Customer does not object to the quotation 7 days after it is sent to the Customer by Free2move. To be valid, any such objection must include an alternative quotation for a challenged repair from a qualified repair facility that is within thirty (30) miles from the then-current location of the vehicle. If a valid objection is received, the Customer and Free2move shall negotiate in good faith for no more than three (3) business days, regarding the cost of the repair that is to be charged to Customer. If, after such good faith negotiation, no agreement is reached, then Free2move's quotation shall govern.

(20) Exclusions Applicable to All Coverages

The following exclusions apply to ALL insurance coverages, optional coverages, damage waivers, and liability limitations provided under this agreement, including but not limited to third-party liability coverage (AL), physical damage coverage (APD), optional insurance coverages, damage waivers, and deductible reductions:

1. General Principles

Any reduction, waiver, or limitation of liability (including insurance coverages and damage waivers) shall be void and inapplicable if any of the following exclusions apply. In such cases:
a) The Customer shall be fully liable for ALL damages and claims
b) The Customer shall reimburse Free2move and/or its insurers for any payments made to third parties;
c) No coverage limits, waivers, or deductible reductions shall apply;
d) The Customer shall indemnify and hold Free2move harmless from all claims and damages;

2. Excluded Situations

Coverage exclusions apply in case of:
a) Material violations of the Customer's obligations pursuant to § 9

b) Any false declaration or failure to declare an accident or damages pursuant to § 11
c) Any damages caused by intentional conduct, recklessness, or gross negligence
d) Mechanical damage to the Free2move vehicle caused by incorrect operation (e.g., engine damage caused by wrong fueling)
e) Allowing a third party to drive a Free2move vehicle without authorization in breach of § 4 (5)
f) Fault on the part of Customer, whether contractual or tortious
g) Damage caused by failing to take into account the vehicle's malfunctioning or abnormal operating warning lights or similar warnings
h) In the case of an electric vehicle, damage caused by an empty or insufficiently charged battery
i) Damage caused to tires (if no third party involved)
j) Loss of keys or accessories
k) Damage to the lower parts of the vehicle (below the axle of the wheel). Example: hitting a stump, sidewalk, object on the road
l) Failure to comply with the vehicle operating conditions
m) Ignorance of the vehicle's characteristics, in particular the compatibility of its span with a parking entrance or parking space
n) Failing to comply with the legal and regulatory provisions relating to the rules of the road and/or road safety
o) Driving under the influence of alcohol, intoxicants, controlled substances, or medication (prescription or otherwise) that impairs one's ability to safely operate a motor vehicle, or operating a vehicle while suffering from a mental or physical condition that impairs one's ability to safely operate such vehicle
p) Failing to comply with payment obligations
q) Use of the vehicle during a period of rental agreement suspension, termination, or after its expiration
r) Any form of negligence not specifically enumerated elsewhere in these terms
s) Operating the vehicle outside the authorized service area
t) Non-payment or late payment of any amounts due to Free2move

3. Effect of Exclusions

When an exclusion applies:

a) ALL coverage limitations, waivers, and insurance benefits are void
b) The Customer becomes fully liable for all damages and third-party claims
c) Free2move and its insurers retain full right of recourse against the Customer
d) The Customer must reimburse any amounts paid by Free2move or its insurers to third parties
e) Any state-mandated minimum insurance coverage provided shall not prevent Free2move or its insurers from seeking full reimbursement from the Customer.

4. Mandatory Insurance Provisions

If Free2move or its insurers are required by law to provide coverage or make payments to third parties despite the existence of an exclusion:

a) Such payments do not waive Free2move's right to seek full reimbursement from the Customer;

b) The Customer expressly agrees to reimburse Free2move and/or its insurers for any such payments;

c) The Customer's reimbursement obligation includes all costs, damages, and expenses incurred.

§ 13 Free2move 's liability

Free2move will only be liable for damage caused due to its material breaches of the Master Agreement, intentional tortious acts or gross negligence. Free2move is not liable for the accuracy of data pertaining to mobility services provided by third parties. Under no circumstances will Free2move be liable for consequential or punitive damages. The Customer agrees that there is inherent risk arising in driving a car and that, to the fullest extent permitted by law, such risk remains with the Customer, and the Customer expressly assumes all such risks. Free2move is not liable for any lost or stolen items left in our vehicles.

§ 14 Customer's liability, lump sum costs, exclusion from use, suspected fraud, traffic offenses

(1) The Customer is liable for the consequences of traffic offenses or criminal offenses committed with the Free2move vehicle. The Customer shall pay all resulting costs and shall fully and completely indemnify Free2move fully from any claims of third parties. For the processing of traffic offenses (cautions, fees, fines, etc.), the Customer shall pay Free2move a processing fee in each instance. The amount of the processing lump sum shall be based on the applicable fee and cost policy.

(2) The Customer is liable for the consequences of traffic offenses or criminal offenses committed with the Free2move vehicles, such as traffic and parking violations, tolls, towing, damage deductibles and associated treatment. The Customer shall pay all resulting costs and shall indemnify Free2move fully from any claims of third parties. All such charges will be billed to the Customer’s credit card on file when the event occurs and no later than at the end of a trip. The Customer expressly authorizes such charges by Free2move.

(3) Free2move shall have the right, without obtaining the Customer’s consent, to challenge or settle any such violations, tolls, and charges. Alternatively, Free2move may require Customer to challenge or settle any such violations and the Customer will fully indemnify Free2move with respect thereto.

(4) If the Customer causes an accident or breakdown outside the home area, the Customer shall bear the costs arising from returning the Free2move vehicle in the home area or from providing the Customer with breakdown assistance (*e.g.*, alternative transportation costs).

(5) If the Customer does not comply with § 10 hereof and it becomes necessary for Free2move to relocate the Free2move vehicle, or if a third party engages a towing service, the Customer shall bear the costs for such service and additional costs in accordance with the current fees and costs policy.

(6) The Customer shall pay a contractual fee as a non-exclusive remedy in the amount set out in the fees and costs policy if the Customer allows a person who is not an authorized driver to use the Free2move vehicle (see § 4 (5)). The right to seek additional actual damages shall remain unaffected.

(7) Should the Customer fail to park an electric vehicle with a battery power below the limit displayed on the vehicle's charge indicator at a charging pole but rather leaves the electric vehicle at another parking space, or should the Customer fail to start the charging process, the Customer shall have to pay a relocation fee in accordance with the fees and costs policy as applicable at the time.

(8) In the event of any material breach of the Master Agreement or any other agreement between the Customer and Free2move, including a default in payment, Free2move may immediately temporarily or permanently exclude the Customer from using any Free2move vehicles. The Customer will be informed of any such exclusion by email.

§ 15 Termination, termination of the Master Agreement

(1) The Master Agreement shall run for an indefinite period. Free2move may, under certain circumstances (including a material breach by the Customer), terminate the Master Agreement immediately for cause, as specified herein, regardless of any agreed-upon term. Otherwise, either party may terminate the Master Agreement for convenience upon two (2) weeks' notice in text form (e.g. letter, fax, email) at the end of each calendar month. If, however, a minimum term has been separately agreed between the Customer and Free2move, the Master Agreement may be terminated by the Customer only with two (2) weeks' notice after expiry of the agreed minimum term. The process for the Customer to terminate the Master Agreement shall be via e-mail to hello-us@free2move.com.

(2) Free2move shall in this regard be entitled to termination for cause, and without notice if the Customer:

a) is a consumer and defaults on two payments due;

b) stops payments in general;

c) is an individual or corporate entity governed by private law or by public law, acting in a professional capacity when the main agreement was concluded and having defaulted on payments due;

d) makes false statements or omits facts when registering or in the course of the contractual relationship, making it unreasonable for Free2move to continue the agreement;

e) despite written warning, continues to be in material breach of the Master Agreement, or any other agreement between the Customer and Free2move, and does not immediately cure such breach (within three (3) business days);

f) operates a vehicle under the influence of alcohol, drugs or any other intoxicant, operates a vehicle in an unsafe manner, causes material damage to a vehicle, or operates a vehicle in violation of any law, rule or regulation;

g) Provides their Customer login data (Free2move identification, Free2move password and Free2move PIN) to another person, in breach of § 4 (5).

(3) In the event that Free2move terminates the agreement, access to Free2move vehicles may be blocked. The Customer will be notified via App and shall return the vehicle immediately.

(4) In the event that the Master Agreement or the Individual Lease Agreement have been terminated for cause pursuant to the above paragraph, Free2move may, on a non-exclusive basis:

a) Require the immediate return of any Free2move vehicle currently used by the relevant Customer. If the Customer fails to comply with this obligation, Free2move may recover the vehicle. The Customer will be charged for the reasonable cost of recovery (including any attorney's fees) and agrees to pay such costs;

b) Recover liquidated damages corresponding to the lease installments remaining. For carsharing, such amount shall be equal to the carsharing fees due for use of the vehicle until the vehicle is returned. For longer term rentals, such damage shall equal the amounts that would have been owed by the Customer through the end of the agreed rental term;

c) Recover actual damages for any other damage to the vehicle or costs incurred by Free2move (including reasonable attorney's fees) associated with the breach and/or the recovery of a vehicle by Free2move.

§ 16 Data processing

To provide its Services, Free2move may collect, process and store personal data related to individual user accounts, the validation thereof in line with legal requirements, as well as the

Customer's usage and vehicle data while using the Services (which may include vehicle status updates, damage and smoke notification and geolocation information). The geolocation of Free2move vehicles is essential to the performance of the Free2move Services and cannot be turned off.
Free2move may process the information listed in this section (including in pseudonymised or anonymised form) for the purposes of providing, analyzing and optimizing the use of its Services, and insofar as necessary to assess, defend or assert Free2move's rights or legal claims. This may include the disclosure of some Customer or vehicle related information for law enforcement purposes in line with applicable privacy laws.
A description of the processing of personal data in connection with the services described herein is available in our privacy policy, which can be accessed on our Website and upon creation of your account on the App.

§ 17 General provisions

(1) The Master Agreement, the Validation Agreement and the Individual Lease Agreements shall be governed by law of the State of Delaware, notwithstanding its rules governing choice of law.

(2) Where the Customer is a commercial account, the courts of State of Delaware shall be the exclusive jurisdiction and venue for any disputes arising from and in connection with the Master Agreement, the Validation Agreement and/or the Individual Lease Agreements. Where the Customer is a consumer, any disputes arising from and in connection with the Master Agreement, the Validation Agreement and/or the Individual Lease Agreements must be brought exclusively in the State or District in which the Customer rented the vehicle.

(3) The Master Agreement and any other agreement between the Customer and Free2move is not assignable, and any attempted or purported assignment by a Customer is null and void. All such agreements are freely assignable by Free2move.

(4) The Master Agreement, including these General Terms and Conditions, the Validation Agreement, the Individual Lease Agreement(s) and then-applicable fees and costs policy are the only agreements between the parties and all other agreements are merged therein. There are no oral or ancillary agreements outside of the foregoing agreements. Separate agreements may exist related to Pass Subscriptions or various rewards, referral programs, and promotional activities. The agreements specifically governing those programs will apply in relation to those programs and are not affected by this provision.

(5) Should one or several provisions of these General Terms and Conditions be or become invalid or void, such provision shall be severed and shall not affect the validity of the remaining provisions.

§ 18 Customer Service / Complaints

The Customer may send an email to hello-us@free2move.com or use the chat function in the Free2move App in case of questions, returns or complaints. Information can also be found in the respective FAQ section. Customer service can be contacted on +33187211998, available 24/7.

§ 19 Arbitration

Customer agrees that Free2move's services involve interstate commerce and that the Federal Arbitration Act governs the interpretation and enforcement of this arbitration provision.

Arbitration Agreement:

THIS ARBITRATION AGREEMENT IS A CONTRACT AND COVERS IMPORTANT ISSUES RELATING TO YOUR RIGHTS. IT IS YOUR SOLE RESPONSIBILITY TO READ IT AND UNDERSTAND IT. YOU ARE FREE TO SEEK ASSISTANCE FROM INDEPENDENT ADVISORS OF YOUR CHOICE.

1. Arbitration. This Arbitration Agreement ("Arbitration Agreement") is governed by the Federal Arbitration Act (9 U.S.C. §§ 1 *et seq*.) and is deemed part of the Master Agreement. Except as it otherwise provides, this Arbitration Agreement applies to any dispute, past, present or future, arising out of or related to Customer's relationship with Free2move or Customer's relationship with any of Free2move's agents, employees, affiliates, successors, subsidiaries, assigns or parent companies regardless of the date of accrual and survives after Customer's relationship with Free2move terminates. Except as it otherwise provides, this Arbitration Agreement is intended to apply to the resolution of disputes that otherwise would be resolved in a court of law or before a forum other than arbitration.
Except as otherwise stated in this Arbitration Agreement, Customer and Free2move agree that any legal dispute or controversy covered by this Arbitration Agreement, or arising out of, relating to, or concerning the formation, scope, validity, enforceability or breach of this Arbitration Agreement, shall be resolved by final and binding arbitration in accordance with the Consumer Arbitration Rules of the American Arbitration Association ("AAA Rules") then in effect, and not by court or jury trial, to be held (unless the parties agree in writing otherwise) in the same state where the Customer resides. Attendance at an in-person hearing may be made by telephone or videoconference by Customer and/or Free2move unless the arbitrator requires otherwise.

The arbitrator shall be an attorney familiar with the law governing the issues to be arbitrated or a retired judge. The AAA Rules may be found at www.adr.org or by searching for "AAA Consumer Arbitration Rules" using a service such as www.google.com. If for any reason the

AAA will not administer the arbitration, either party may apply to a court of competent jurisdiction with authority over the location where the arbitration will be conducted for appointment of a neutral arbitrator.

Except as it otherwise provides, this Arbitration Agreement applies to both the Customer and Free2move and covers, without limitation, disputes with any entity or individual arising out of or related to the parties' relationship. All claims in arbitration are subject to the same statutes of limitation that would apply in court. The Customer and Free2move shall follow the AAA Rules applicable to initial filing fees, but in no event will the Customer be responsible for any portion of those fees in excess of the filing or initial appearance fees applicable to court actions in the jurisdiction where the arbitration will be conducted. Free2move otherwise shall pay all costs and expenses unique to arbitration, including without limitation the arbitrator's fees. Discovery will be conducted in accordance with the AAA Rules. The arbitrator must follow applicable law and may award only those remedies that would have applied had the matter been heard in court. The arbitrator's decision must be in writing and contain findings of fact and conclusions of law. Judgment may be entered on the arbitrator's decision in any court having jurisdiction.

A party may apply to a court of competent jurisdiction for temporary or preliminary injunctive relief in connection with an arbitrable controversy in accordance with applicable law, and any such application shall not be deemed incompatible with or waiver of this agreement to arbitrate. The court to which the application is made is authorized to consider the merits of the arbitrable controversy to the extent it deems necessary in making its ruling, but only to the extent permitted by applicable law. All determinations of final relief, however, will be decided in arbitration.

Nothing in this Agreement prevents or excuses a party from satisfying any conditions precedent and/or exhausting administrative remedies under applicable law before bringing a claim in arbitration.

2. Class and Collective Action Waiver. This Arbitration Agreement affects the Customer's ability to participate in class, mass, or collective actions. Both the Customer and Free2move agree to bring any dispute in arbitration on an individual and bilateral basis only, and not on a class, mass, or collective basis on behalf of others. There will be no right or authority for any dispute to be brought, heard or arbitrated as a class, mass or collective action, or as a member in any such class or collective proceeding ("Class Action Waiver"). Notwithstanding any other provision of this Agreement or the AAA Rules, disputes in court or arbitration regarding the interpretation, application, enforceability, revocability or validity of the Class Action Waiver may be resolved only by the court and not by an arbitrator. In any case in which (1) the dispute is filed as a class, mass, or collective action and (2) there is a final judicial determination that all or part of the Class Action Waiver is unenforceable, the class and/or collective action to that extent must be litigated in a civil court of competent jurisdiction, but the portion of the Class Action Waiver that is enforceable shall be enforced in arbitration.

Free2move may lawfully seek enforcement of this Arbitration Agreement and the Class Action Waiver under the Federal Arbitration Act and seek dismissal of such class, mass or collective actions or claims. The Class Action Waiver shall be severable in any case in which the dispute is filed as an individual action and severance is necessary to ensure that the individual action proceeds in arbitration.

3. Enforcement of this Agreement. This Arbitration Agreement replaces all prior agreements regarding the arbitration of disputes and is the full and complete agreement relating to the formal resolution of disputes covered by this Arbitration Agreement. If any provision of this Arbitration Agreement is determined to be unenforceable or in conflict with a mandatory provision of applicable law, it shall be construed to incorporate any mandatory provision and/or the unenforceable or conflicting provision shall be automatically severed and the remainder of the Agreement shall not be affected and remain enforceable.