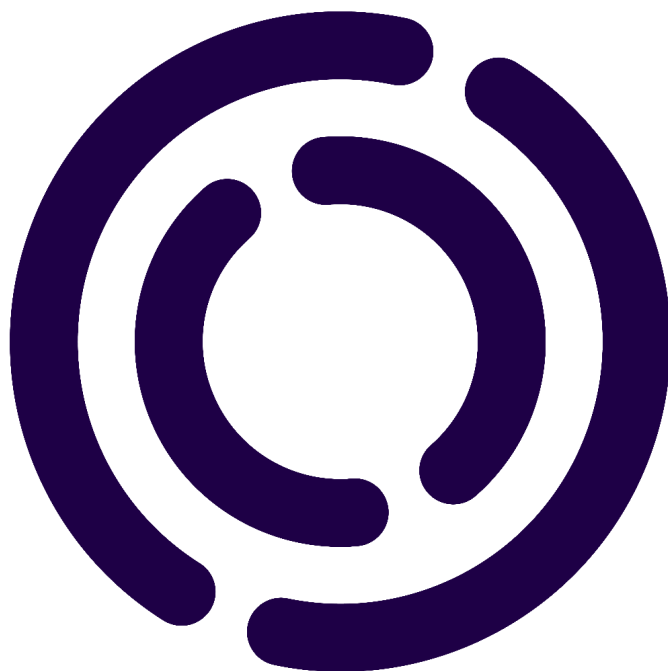

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# Free2move

TERMS AND CONDITIONS

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## WELCOME ON FREE2MOVE !

**ANY USE MADE IN ANY CAPACITY WHATSOEVER OF THE APPLICATION OR WEBSITE IMPLIES ACCEPTANCE WITHOUT RESERVATION, BY THE USER, OF THESE GENERAL CONDITIONS OF USE ("GCU" or "T&Cs")**

## 1 Purpose

These Terms of Use are entered into between Free2Move SAS, a simplified joint stock company registered with the Paris Trade and Companies Registry under number B 790 020 606 with a capital of €182.047 and whose registered office is located at 45 rue de la Chaussée d'Antin, 75009 Paris (hereinafter referred to as "Free2Move") on the one hand, and the User on the other hand (hereinafter referred to collectively as "the Parties"), are intended to set forth the contractual provisions relating to the respective rights and obligations of the Parties in connection with the use of the Application and the Site.


The Services are offered on the Application published by Free2Move and downloadable free of charge via Google Play Store or Apple Store, as well as on the Website accessible at the following URL: <https://www.free2move.com/>.

From a computer, tablet, or smartphone, the User can access the various Free2Move Services.


## 2 Definitions

The terms used below have the following meaning in these T&Cs:

- **« Application »**: means the mobile application published by Free2Move and downloadable via Apple Store or Google Play Store. The Application includes all the pages, Services, and functionalities offered to Users so that they can benefit from the Services.
- **« User Account »**: means the interface hosted on the Site and on the Application in which the data provided by the User is grouped and which allows the User to access the Services offered by Free2Move. The User Account is created by the User by means of the registration form accessible via the following URL <https://www.free2move.com/fr-FR/inscription>.
- **« Terms and Conditions » or « T&Cs » or « Contract »**: refers to the present contractual conditions intended to govern the use of the Services by the User. The GCU is accessible on the page of the Application and the Site.
- **« Driver »**: refers to any User using a Service that requires the creation of a Driver Profile.
- **« Content »**: refers to all information, texts, logos, trademarks, animations, audio recordings, drawings and models, photographs, data, hyperlinks, and, in general, all Free2Move elements and content published on the Application and the Site

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- « **Carsharing T&Cs** »: means the general terms of service applicable to the Car-Sharing Service and concluded between the User and Free2Move..
- « **Car On Demand T&Cs** »: means the general terms and conditions of service applicable to the "Car On Demand" Service and entered into between the User and Free2Move..
- « **Parking T&Cs** »: refers to the general terms and conditions of service applicable to the "Parking Space" Service and concluded between the User and the Parking Operator
- « **Rent T&Cs** »: refers to the general terms and conditions of service governing the Rent Service concluded between the Licensees/Renters and the User or between Free2move and the User.
- « **Personal Data** »: means any personal data belonging to the User and processed by Free2Move as defined in the [Privacy Policy](#).
- « **Parking Operator** »: means the company that operates the Parking Spaces and with which the User may reserve a parking space through the Site or the Application
- « **Identifiers** »: means the email address and confidential password allowing access to the User Account. The Login Information is for the exclusive use of the User, who is solely responsible for it.
- « **Licensee/Lessor** » : refers to any professional who offers Users the "Rent" Services through the Site and the Free2Move Application.
- « **Offer** »: refers to all commercial offers associated with the various Services, proposed on the Site and on the Application and which must provide all the essential information required by law.
- « **Third-Party Platform** »: refers to the various third-party platforms of Free2Move which offer on the Site and the Application the conclusion of Rent contracts with their own vehicles.
- « **Driver Profile** »: means the page accessible on the Site or on the Application via the User Account on which the Driver enters the information required to rent a vehicle.
- « **General Data Protection Regulation** » or « **GDPR** »: means [Règlement \(UE\) 2016/679](#) of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the Processing of Personal Data and the free movement of such data, and repealing Directive 95/46/EC..
- « **Services** »: refers to all the functionalities and services offered on the Site and on the Application to Users. The Services include:
  - « **Car-sharing** »: refers to the self-service car rental service offered by Free2Move to Users. This Service is governed by the Carsharing Terms and Conditions
  - « **Car on Demand** »: refers to the car rental service offered by Free2Move to Users on a monthly subscription basis. This Service is governed by the Car On Demand T&Cs.
  - « **Parking Spaces** »: refers to the intermediation Service allowing Users to reserve Parking Spaces with the Parking Operator. This Service is governed by the Parking Reservation T&Cs.
  - « **Rent** »: refers to the intermediation Service dedicated to the rental of vehicles by Users from Licensees/Renters or Free2Move. This Service is governed by the Rent T&Cs.
- « **Site** »: refers to the Free2Move website accessible at [www.free2move.com](https://www.free2move.com). The Site includes all the web pages and functionalities provided to Users.

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- « **User** »: refers to any person who guarantees to be a consumer. As such, it is expressly provided that the User is a natural person who acts for purposes that do not fall within the scope of his commercial, industrial, craft, liberal, or agricultural activity.

### 3 Acceptance of the Terms and Conditions of Use

The use of the functionalities of the Application, the Site, and the Services implies the acceptance of the present GCU.

By accepting these Terms of Use, the User agrees to comply with the various obligations set forth.

The User undertakes to read these Terms of Use carefully when accessing the Site or the Application, and is invited to download, print and keep a copy.

The present Terms of Use are referenced in the dedicated tab of the Site and the Application and can thus be consulted at any time.

### 4 Technical specifications

To access the Services offered, the User acknowledges that he/she has the necessary means and skills to use the functionalities proposed above.

The equipment required to access and use the Site and/or the Application is at the User's expense, as are any telecommunications costs incurred by their use.

In order to access the Services of the Application, the User must also be able to download the Application from the Apple Store or Google Play Store.


### 5 Free2Move's role as a platform operator

#### 5.1. The intervention of Free2Move as a simple intermediary

The Site and the Application published by Free2Move allow Users to be put in contact, by electronic means, with

- Licensees/Hirers for the conclusion of the Rent T&Cs;
- Parking lot operators for the conclusion of the T&Cs Parking Spaces.

Free2Move has no control over and cannot be held responsible for the execution of the Rent

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(unless it is a Free2move vehicle) or Parking Services and is not involved in the subsequent transaction, Free2Move acting as a mere intermediary.

The pricing information and description of these Services are provided by the Licensees/Renters or Parking Operators.

Free2Move receives remuneration when the User subscribes to the Rent or Parking Places. These Terms and Conditions of Use do not confer upon Users the status of employee, agent, or representative of Free2Move.

## **5.2. General pre-contractual information obligation: loyalty, clarity, and transparency**

### 5.2.1. General provisions

Free2Move, as an online platform operator, acts in a neutral, clear, and transparent manner.

With the exception of the Renter "Share Now" (and its subsidiaries) which are part of the Free2Move group, Free2Move does not have any capital link or any legal dependency with any of the Licensees/Renters, Parking Operators or third-party Platforms referenced on the Site and on the Application which would influence the ranking or referencing of the Offers associated with the Rent or Parking Places.

### 5.2.2. Financial transparency


As an online platform operator, Free2Move undertakes to:

For each transaction carried out through its intermediary, to provide Licensees/Lessees, Car Park Operators and third-party Platforms with information on the tax and social security regulations applicable to these sums, the resulting reporting and payment obligations to the tax authorities and social security collection agencies, as well as the penalties incurred in the event of failure to meet these obligations;

To issue to Licensees/Lessees, Car Park Operators and third-party Platforms in January of each year a document summarizing the gross amount of transactions of which it has knowledge and which Licensees/Lessees, Car Park Operators and third-party Platforms have received, through its intermediary, during the previous year.

## **6 Conditions of access and registration**

In order to benefit from the Services offered on the Site and on the Application, the User must first register in accordance with the procedure described below.

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In order to access the Services via the Application, the User must first download the Application.

In any case, the User must be a consumer, at least 18 years old, and/or legally competent.

## 6.1. Registration as a User

The User wishing to benefit from the various Services is invited to follow the steps described below and in particular to create a User Account on the Application or on the Site.

To download the Application, the User must go to the Apple Store or Google Play Store. Downloading the Application is free.

To create a User Account on the Site or on the Application, the User must click on "Create an Account" and will be asked to provide identification information:  
As part of the registration process, the User may also use Google, Facebook, or Apple login features.

At this point, the User will be asked to accept these T&Cs.

Any incomplete registration will not be validated, which the User acknowledges and accepts.

The information that the User provides to Free2Move during registration must be complete, accurate, up-to-date, truthful, and not misleading. Free2Move reserves the right to ask the User to confirm, by any appropriate means, his/her identity, eligibility, and the information provided.


Users are informed and accept that the information entered for the purpose of creating or updating their User Account is proof of their identity. The information entered by Users is binding upon them as soon as it is validated.

The User undertakes to update this information in his User Account without delay in the event of modifications so that it always corresponds to the above-mentioned criteria.

After validating this information, the User may be asked to finalize his registration by entering the code received by SMS.

The provision of this information and the validation of the User Account is essential for the provision of the Services.

The registration of a User automatically leads to the opening of an Account, which allows him

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to access the Services.

The email address and the password constitute the User's Identifiers.

It is recommended that the User change his password regularly.

Free2Move undertakes to keep in a secure manner all contractual elements that are required to be kept by the law or regulations in force.

## 6.2. Login Management

The User shall be solely responsible for the use of his Credentials or actions taken through his User Account.

In the event that a User discloses or uses his Identifiers in a manner contrary to their intended purpose, Free2Move may terminate access to the User Account without notice or compensation.

In no case shall Free2Move be held responsible for the usurpation of a User's identity. All access and actions carried out from a User's Account will be presumed to be carried out by that User, insofar as Free2Move is not obliged to and does not have the technical means to ensure the identity of persons having access to the User's Account.

Any loss, misappropriation, or unauthorized use of a User's Identifiers and their consequences are the sole responsibility of the User, who must notify Free2Move without delay by e-mail to the following address: [privacy@free2move.com](mailto:privacy@free2move.com).

The User agrees to create only one User Account corresponding to his identity.

## 6.3. Unsubscribe

The User may close his User Account at any time by sending an email to : [privacy@free2move.com](mailto:privacy@free2move.com) provided that you do not have any Services in progress.


Free2Move will proceed as soon as possible to deactivate the User Account and will send the User an email confirming the closure of his User Account.

## 7 Services

Any User may access the Application and the Website and their various features free of charge.

To access the various Services offered by Free2Move, it is necessary to register as a User in accordance with article 6 of these T&Cs



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The User is informed that access to certain Services accessible via the Application and/or the Site may require the activation of geolocation, in particular for the Services of :

- Car Sharing;
- Car On Demand;
- Parking spaces;
- Rent.

The User may at any time deactivate geolocation. In this case, the User is informed that some features of the Application may be limited.


By creating a User Account, any User can access the Services described below.

## 7.1. Services available to any User

### 7.1.1. Creation of the Driver Profile


To access the Rent, Carsharing, and Car On Demand Services, the User must create a Driver Profile.

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To create a Driver Profile, the User is asked to provide the following documents

- A copy of the identity document;
- A selfie;
- A copy of the driver's license;
- The User's credit card information;
- Proof of address less than 3 months old (specific to Car on Demand);
- An insurance statement for French customers (specific to Car on Demand)

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#### 7.1.2. Newsletter Free2Move

Any User may, at the time of registration and via his/her User Account, subscribe to and/or unsubscribe from the Free2Move newsletter, informing him/her of news from the Site and the Application.

The newsletter may be sent to the email address provided by the User and/or by SMS, at the User's discretion.

The User can unsubscribe from the newsletters at any time by clicking on the link provided for this purpose in each email.

#### 7.1.3. News, good plans, and satisfaction surveys

Any User who has accepted to receive Free2Move's newsletters may receive special offers from Free2Move, such as discounts on the Services provided by Free2Move, information on Free2Move's offers, contests or sweepstakes to take advantage of the offers, gifts or additional promotions.

The User may also participate in polls, satisfaction surveys, studies, or statistics to evaluate the quality of the Services.

#### 7.1.4. Referral of the "Rent" Service

Free2Move offers Users on the Site and the Application offers to rent its own vehicles or those of Licensees/Renters.

In any event, it is specified that Free2Move will in no case use its capacity to promote or offer a more favorable listing of its vehicles. Free2Move and its vehicles will be listed in the same way as any other third-party Platform.


After having entered the place of departure, the date of departure, and the date of return, the Users will be able to benefit from different listings of the vehicles of the Rent Offers (by categories or by specific classifications).

#### 7.1.5. Referral of the "Parking Places" Service

Free2Move connects "Parking Operators" with Users to provide the "Parking Space" Service.

After entering the parking location, start date and end date, the User can refine his or her search for a parking space,

- The User can refine his search by selecting:

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- Valet parking
- Official parking lots
- Nearby parking lots

Users can also benefit from rankings by price, by rating given to parking operators or by distance.

## 7.2. Rent

Free2Move allows Users to reserve and rent their own available vehicles or vehicles available from Licensees/Renters.


Within the framework of this Service, the User may:

- Access the Rent Service Offers dedicated to the rental of vehicles of the following brands: Peugeot, Opel, Vauxhall, Citroën, DS, Jeep, Fiat, etc.
- Select and rent a vehicle according to the different criteria proposed, namely
  - The location;
  - The dates of reservation;
  - Renter;
  - The vehicle;
  - Price.
- Conclude online the GTC Rent with the Licensee/Lessee or Free2Move;
- Pay online the amount due under the CGS Rent;
- Follow and manage the current CGS Rent;
- Access the history of all completed rentals;
- Remotely unlock rented vehicles (for vehicles equipped with the 24/7 device);
- Return rented vehicles;
- Proceed to the return of the rented vehicles;
- Modify personal information;
- Obtain invoices for the various rentals made through the Rent Service;
- Manage requests for breakdown service, repairs, and assistance;
- Make a claim to Free2Move

The Rent Service will be governed by the Rent Terms and Conditions provided by the Licensee/Rentaler or Free2Move author of the Offer associated with the Rent Service.

## 7.3. Car on Demand

The User can take out a monthly car subscription with or without commitment. Commitment periods may vary depending on the vehicle offer and country. Vehicles may be owned by

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Free2Move or by third-party dealers.

Within the framework of this Service, the User may:

- Contact Free2Move to receive a quote;
- Consult the available offers;
- Subscribe to the Car On Demand T&C and select the desired subscription terms (duration and mileage package);
- Accept Free2move's privacy and data protection policy;
- Subscribe to the Free2move car subscription online without the intervention of our sales consultants:
  - Submit documents to prove the identity of the customer
  - Payment of the membership fee (if available for the offer)
  - Payment of the security deposit (the amount varies according to the offer)
  - Payment of the delivery fee, if the customer has selected the home delivery option
  - Select the date and location of the vehicle delivery
  - Create a Free2move account in order to have access to the information related to the customer's subscription
  - Sign the contract with an electronic signature managed by our partner Yousign);
- Make an appointment with a Free2Move consultant:
  - From the Car on Demand page, the customer can directly propose a time slot (date and time) to meet with one of our sales consultants in order to obtain information on our offers or our online subscription process.


The Car On Demand Service will be governed by the Car On Demand T&Cs. It is specified that the Car On Demand T&Cs are referenced at the bottom of each page of the Site and can thus be consulted at any time.

## 7.4. Carsharing

The User may at any time take advantage of the Carsharing Service allowing him to locate self-service vehicles available in the vicinity (geolocation or position entered by the User) and to rent the vehicle of his choice in the service areas defined and specified on the Offer.

Within the framework of this Service, the User may:

- Access nearby self-service car Offers via the Application;
- Subscribe to the Car-Sharing Terms and Conditions and select the desired terms;
- Report any visible damage to the vehicle;
- Reserve and unlock the chosen vehicle;
- Lock the vehicle when taking a break or at the end of the rental;
- Receive the invoice for the rental made;

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- Receive the invoice for the rental made; Benefit from breakdown services, repairs, assistance, and complaints.

Any subscription to the Car-Sharing Service is governed by the Car-Sharing Terms and Conditions. It is specified that the Carsharing Terms and Conditions are referenced at the bottom of each page of the Website and can thus be consulted at any time.

## 7.5. Parking Space

The User can reserve an available parking space with the selected Parking Operator and receive the corresponding invoice.

Within the framework of this service, the User can:

- Consult the available parking offers in the time slot and near the selected location;
- Modify their selection or receive the selected offer by email;
- Read the Terms and Conditions of the Car Park Operator, and in particular the terms of access to the parking lot and the use of the valet service is available for the selected offer;
- Read about the parking lot facilities (shuttle transfer, key deposit at reception, surveillance, etc.);
- Read the reviews left by users of the Car Park;

All Parking Space reservations will be governed by the Parking Space Reservation Terms and Conditions provided by the Parking Space Operators.


## 8 Obligations of the Parties

### 8.1. Obligations of the User

When using the Services, each User undertakes not to undermine public order, to comply with the laws and regulations in force and to respect the rights of third parties and the provisions of these GCU.

In particular, each User is obliged to:

- To behave in a loyal manner towards Free2Move and other Users;
- To be honest and sincere in the information provided to Free2Move and to other Users;
- To use the Services, the Site, and the Application in accordance with their purpose as described in these TOS;
- Not divert the purpose of the Services, the Site and the Application to commit crimes, offenses or contraventions punishable by the penal code or by any other legal or

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regulatory provision;

- Respect the privacy of third parties and the confidentiality of exchanges;
- Respect the intellectual property rights of Free2Move and, where applicable, of third parties referenced on the Site or the Free2Move Application;
- Not to modify the information posted online by Free2Move and, if applicable, by other Users;
- Not to disseminate data that would diminish, disorganize, slow down or interrupt the normal operation of the Services, the Site and the Application.

The User agrees not to disseminate any message or information :


- Constitute a wrongful denigration of Free2Move or, if applicable, other Users of the Services, the Site or the Application;
- Contrary to public order and morality;
- offensive, defamatory, racist, xenophobic, revisionist, or otherwise injurious to the honor or reputation of others
- Inciting discrimination, hatred of a person or a group of persons because of their origin or their membership or non-membership of a particular ethnic group, nation, race or religion;
- Threatening a person or a group of persons;
- Of a pedophilic nature;
- Inciting to commit an offense, a crime or an act of terrorism or glorifying war crimes or crimes against humanity;
- Inciting to suicide;
- Allowing third parties to obtain directly or indirectly pirated software, software serial numbers, software allowing acts of piracy and intrusion into computer and telecommunications systems, viruses and other logic bombs and in general any software or other tool allowing to infringe the rights of others and the security of persons and property;
- Of a commercial nature (canvassing, soliciting, prostitution...).

The User uses the Services, the Site and the Application under his entire and exclusive responsibility.

## 8.2. Obligations of Free2Move

Free2Move's general obligation is an obligation of means. Free2Move has no obligation of result or of reinforced means of any kind.

Free2Move draws the attention of Users to the fact that current Internet communication protocols do not allow for certainty and continuity in the transmission of electronic exchanges (messages, documents, identity of the sender or recipient).

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## 9 Liability

### 9.1. General provisions

The User is solely responsible for his use of the Services, the Application, and the Site. In particular, the User is solely responsible for damages resulting in whole or in part:

- Misuse of the Services, including through negligence;
- Intrusion or fraudulent use by a third party from his smartphone, computer, or tablet;
- equipment used to access the Services.

Free2Move declines all responsibility, in particular

- In the event of temporary inability to access the Services for technical maintenance operations or updating of published information. Free2Move will make every effort to inform Users of interruptions to the Services. Users acknowledge that Free2Move shall not be held liable for any malfunction or interruption of the said transmission networks;
- In case of virus attacks, illicit intrusion into an automated data processing system;
- In case of abnormal use or illicit exploitation of the Services by a User or by a third party;
- In the event of non-compliance with these Terms of Use attributable to Users; In case of delay or non-performance of its obligations, when the cause of the delay or non-performance is related to a case of force majeure as defined in Article 10 of these T&Cs;
- In the event of a foreign cause not attributable to Free2Move;
- In case of illicit action by another User of the Application or the Site.


In the event of abnormal use or illicit exploitation of the Services, the Application or the Site, the User is solely responsible for damages caused to third parties and for the consequences of any claims or actions that may result.

### 9.2. Hosting status

Users acknowledge that Free2Move acts as a host.

As such, Free2Move reserves the right to remove any content that has been reported to it and that it considers to be manifestly illicit.

The notification of obviously illicit contents by a User or any other third party must be done by e-mail to [privacy@free2move.com](mailto:privacy@free2move.com).

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To be valid, the notification must include the following information

- The date of the notification;
- If the notifying party is a natural person: his or her surname, first name, profession, domicile, nationality, date and place of birth; if the notifying party is a legal entity: its form, its name, its registered office and the body that legally represents it;
- The name and domicile of the addressee or, if it is a legal person, its name and registered office;
- The description of the litigious facts and their precise location;
- The reasons for which the content must be withdrawn, including the mention of the legal provisions and the justifications of facts;
- A copy of the correspondence addressed to the author or publisher of the litigious information or activities requesting their interruption, withdrawal or modification, or the justification that the author or publisher could not be contacted.

## 10 Force Majeure

Free2Move shall not be liable if the non-performance or delay in performance of any of its obligations described in these GTUs is due to force majeure.

Force majeure occurs in contractual matters when an event beyond the control of the debtor, which could not be reasonably foreseen at the time of the conclusion of the Contract and the effects of which cannot be avoided by appropriate measures, prevents the debtor from performing its obligation.

If the impediment is temporary, the performance of the obligation shall be suspended unless the resulting delay justifies the termination of the Contract. If the impediment is definitive, the Contract shall be terminated by operation of law and the parties shall be released from their obligations.


In the event of the occurrence of an event having the characteristics of force majeure, Free2Move will endeavor to inform the User as soon as possible.

## 11 Intellectual Property

The User acknowledges Free2Move's intellectual property rights in the Application, the Site, their components and related Content and waives the right to contest these rights in any form whatsoever.

The trademarks, logos, slogans, graphics, photographs, animations, videos, audio recordings, software solutions, texts, and any other content on the Application and the Site are the intellectual property of Free2Move and may not be reproduced, used, or represented without express authorization under penalty of legal action.



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In some cases, such Content is not the property of Free2Move, but Free2Move has obtained express permission to use it or may use it in accordance with applicable law.

Any representation or reproduction, in whole or in part, of the Services, the Application, and the Site or of their Contents, by any process whatsoever, without the prior express authorization of Free2Move is prohibited and shall constitute an infringement punishable by the provisions of the Intellectual Property Code.

In particular, Free2Move expressly prohibits:

- The extraction, by a permanent or temporary transfer of all or a qualitatively or quantitatively substantial part of the Contents of its database onto another medium, by any means and in any form whatsoever;
- The reuse, by making available to the public all or a qualitatively or quantitatively substantial part of the Contents of the database, whatever the form;
- Reproduction, extraction or reuse, by any means, including methods similar to web-scraping of Content (photographs, descriptions, etc.) published by Free2Move.

Acceptance of these GTUs constitutes recognition by Users of Free2Move's intellectual property rights and an undertaking to respect them.

Free2Move grants a personal, non-exclusive and non-transferable license to Users to use the Application, the Site and the information contained therein in accordance with these TOU.


Any other use of the Application, the Site, and their Contents are excluded from the scope of this license and may not be made without the prior express permission of Free2Move.

## 12 Data Protection

On the Site, Free2Move, the data controller, may collect personal data from Users. This data is collected to:

- Create and validate a User Account;
- Create and validate a Driver Profile;
- Respond to requests and complaints;
- Send the Free2Move newsletter;
- Ensure the proper functioning and improve the Site and its features
- Send promotional offers and manage User satisfaction;
- Process job applications; and
- To manage requests for the exercise of computer rights and freedoms.

In its capacity as data controller, Free2Move may collect personal data from Users in the context of the following services, and any other service described in the data privacy policy:

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- Car sharing;
- Car rental (car-on-demand”);
- Fleet operation and preventive maintenance; and
- Parking Spaces.

In this regard, the User is invited to consult Free2Move's Privacy Policy available at the following address [Privacy Policy](#) which will provide further information on the protection of personal data, on the processing carried out by Free2Move and on how to exercise your rights.

## 13 User Services

Any questions or complaints regarding the use or operation of the Application, the Website or the Services may be made in the following ways:

- From the contact form accessible from the "Help" tab of the Application and the Website;
- By telephone on 09.78.46.61.18 during working hours.

## 14 Validity of the T&Cs

If any provision of these Terms of Use is found to be invalid pursuant to any applicable law or regulation and/or any court decision having the force of res judicata, such provision shall be deemed unwritten and shall not affect the validity of the remaining provisions, which shall remain fully applicable.

Such a modification or decision does not authorize the Users to disregard the present General Terms of Use.


## 15 Modification of the T&Cs

These T&Cs apply to all Users browsing the Application and the Site.

The T&Cs may be modified and updated by Free2Move at any time, in particular to adapt to legislative or regulatory changes.

The T&Cs applicable are those in effect at the time of navigation on the Application and the Site.

## 16 General Provisions

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The fact that one of the Parties has not demanded the application of any clause of these T&Cs, whether permanently or temporarily, shall in no case be considered as a waiver of said clause.

In case of difficulty of interpretation between any of the titles appearing at the head of the clauses, and any of the clauses, the titles will be declared non-existent.

## 17 Jurisdiction and applicable law

THE PRESENT GENERAL CONDITIONS OF USE, THEIR EXECUTION AND INTERPRETATION AS WELL AS THE RELATIONS BETWEEN THE PARTIES ARE GOVERNED BY FRENCH LAW.

IN THE EVENT OF A DISPUTE, ONLY THE FRENCH COURTS SHALL HAVE JURISDICTION.

However, prior to any recourse to an arbitral or state judge, the User is invited to contact Free2Move's User Service.

If no agreement is reached, or if the User justifies having previously attempted to resolve the dispute directly with Free2Move by means of a written complaint, an optional mediation procedure will be proposed, conducted in a spirit of loyalty and good faith, with a view to reaching an amicable agreement in the event of any dispute relating to this contract, including one concerning its validity.


To initiate this mediation, the User may contact Free2Move's mediator, SAS Médiation Solution, who may be contacted by mail at the following address: 222 chemin de la bergerie 01800 Saint Jean de Niois, by e-mail at [contact@sasmediationsolution-conso.fr](mailto:contact@sasmediationsolution-conso.fr), or by filling out a form on the website accessible at the following address: <https://www.sasmediationsolution-conso.fr>

Any consumer can also have recourse to the European platform for online dispute resolution accessible at the following address : [https://ec.europa.eu/info/live-work-travel-eu/consumers/resolve-your-consumer-complaint\\_fr](https://ec.europa.eu/info/live-work-travel-eu/consumers/resolve-your-consumer-complaint_fr).

The Party wishing to implement the mediation process must first inform the other Party by registered letter with acknowledgment of receipt, indicating the elements of the dispute.

Since mediation is not mandatory, the User or Free2Move may withdraw from the process at any time.

IN THE EVENT THAT MEDIATION FAILS OR IS NOT ENVISAGED, THE DISPUTE THAT

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MAY HAVE GIVEN RISE TO MEDIATION WILL BE REFERRED TO THE COMPETENT COURT DESIGNATED ABOVE.