

Free2Move Rent Terms of Use

1. INTRODUCTION

Access to and use of the Free2Move Rent website, hereafter referred to as Free2Move Rent or the Website or the Site, is subject to the present terms of use (“**Terms of Use**”) as well as any applicable laws and/or regulations.

Connection and access to the Site implies the user's full and unreserved acceptance of all the provisions of the Terms of Use. If you do not agree with these Terms of Use you must not use our Site.

Mhiri Innovation reserves the right to modify and/or update, without prior notice, the present terms of use as well as the elements that appear on the Site. All of these modifications are binding on the user each time they access the Site.

2. WHO WE ARE AND DETAILS OF THE SITE AND TERMS OF USE

Who we are and who hosts the Site

The general pages of the Site are published by Mhiri Innovation, a simplified joint stock company with a capital of 47,274 euros, whose registered office is located at 45 rue de la Chaussée d'Antin 75009 Paris, registered with the Paris Commercial Court under number 790 020 606 (“**Mhiri Innovation**”, “**We**” or “**Us**”).

The Site is hosted by Amazon Web Services: Amazon Web Services LLC 1200, 12th Avenue South Seattle, Washington 98144-2734 USA

The following individuals are responsible for the publication of pages of the Site for which We are responsible:

- Director of publication: Brigitte Courtehoux
- Person in charge: Ahmed Mhiri

Any queries relating to the use of the Site should be directed to the following e-mail address: contact@rent.free2move.com.

We may make changes to these Terms of Use

We amend these Terms of Use from time to time. Every time you wish to use the Site, please check these Terms of Use to ensure you understand the terms that apply at that time.

We may make changes to the Site

We may update and change the Site from time to time to reflect changes to the services provided on it, our users’ needs and our business priorities. We will try to give users reasonable notice of any major changes.

We may suspend or withdraw the Site

The Site is made available free of charge.

We do not guarantee that the Site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of the Site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

You are also responsible for ensuring that all persons who access the Site through your internet connection are aware of these Terms of Use and other applicable terms and conditions, and that they comply with them.

We may transfer this agreement to someone else

We may transfer our rights and obligations under these Terms of Use to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the agreement.

3. USE OF THE SITE

Free2Move Rent presents car rental offers from individuals that make rentals available on the Site (hereinafter referred to as “**Free2Move Rent Licensees**”) and allows its users (hereinafter referred to as “**Users**”) to book a rental.

The rental offers published by each Free2Move Rent Licensee are published by each of the said Free2Move Rent Licensees. We are the host of these rental offers on the Site but we are not responsible for their content. Each Free2Move Rent Licensee is responsible for the content of their offers and making any necessary updates, in particular for any change in price or availability.

The Site thus allows its Users:

- to access to rental offers for Peugeot, Opel, Vauxhall, Citroën and DS vehicles;
- to select a rental according to different criteria such as location, dates, renter, vehicle, price;
- to enter into an online rental contract with the Free2Move Rent Licensee offering the rental service; and
- to pay the rental amount online via a third party provider of payment services.

Rental contracts concluded on the Site are concluded between the Free2Move Rent Licensee that has made a rental offer and the User. Mhiri Innovation is not acting as the rental company (and nor is any other member of the PSA group) and Mhiri Innovation, and the other members of the PSA Group, bear no responsibility for the rental (to the extent we or they are permitted to exclude that responsibility by law).

Rental contracts concluded on the Site are governed by the general rental terms and conditions which are accessible on the Site at the time of reservation and can be found at [\[https://rent.free2move.com/en-GB/\]](https://rent.free2move.com/en-GB/).

The Free2Move Rent Licensee may make optional insurance offers available as part of their rental offers. These shall form part of the relevant rental offer and We have no responsibility for such optional insurance.

Rental offers on Free2Move Rent are valid as long as they are displayed on the Site.

4. USERS SUBSCRIBING TO THE MOBILITY PASS SERVICE

Users who have subscribed to the Mobility Pass service can access the Site and subscribe and pay for rentals in accordance with the applicable terms and conditions (including the Terms of Use of this Site). Mobility Pass Users will also benefit from a 20% discount on the rental prices of Free2Move Rent Licensees.

Mobility Pass Users may access a wider variety of rental offers through rental companies other than Free2Move Rent Licensees by clicking on the "More choice with our partners" button. If a User concludes a rental contract through one of these partners, it will be governed by the terms and conditions of that partner, provided to the User by that partner. We will transfer details of the User (surname, first name, email, telephone number, country) to the relevant third party partner when the User begins the process of entering into a rental agreement with such third party partner.

5. YOUR RIGHTS TO USE OUR MATERIAL ON THE SITE

Users of the Site are advised :

1. that We or any other member of the PSA Group are the owner or licensee of all intellectual property rights in the Site and in the material published on it. These works are protected by copyright laws and treaties around the world, including (without limitation):

- a. by the legislation on the copyright such as in particular the architecture of the Site, plans, photographs, texts;
- b. and/or by the legislation on designs and models: in particular the vehicle models appearing on the Site;
- c. and/or by trademark legislation: in particular the "Free2Move", "Peugeot", "Opel", "Vauxhall", "Citroën" and "DS" brands.

All such rights are reserved.

2. As such, any reproduction, representation, use, adaptation, modification, incorporation, translation, marketing, in part or in full by any process and on any medium whatsoever (paper, digital, etc.) is prohibited without the prior written permission of Mhiri Innovation, except for the exceptions set out in applicable law. Where any such use is permitted by applicable law,

Our status (and that of any identified contributors) as the authors of content on the Site must always be acknowledged.

6. USER-GENERATED CONTENT

User-generated content is not approved by us.

The Site may include information and materials uploaded by other users of the Site. This information and these materials have not been verified or approved by us. The views expressed by other users on our site do not represent our views or values.

How to complain about content uploaded by other users.

If you wish to complain about content uploaded by other users, please contact us on contact@rent.free2move.com

7. PROTECTION OF PERSONAL DATA

Our use of your personal data in the use of the Site is governed by our Privacy Policy, which can be found at:

https://www.free2move.com/api/media/20200803/M0LNNtVYTOHPywOPphllW5gA5itIQDhXUIjEBhTXkeUNB8VrJRN6_ROKFP4WZ750EmRzJXpwM3s2ykGlwpJYTCQjkOP0kRKGs3AXveuGaA6PcPaMPQ8H7son4rlvf1b/privacy-policy-free-2-move-en-v-2-20200719.pdf.

8. RESTRICTIONS ON LINKING TO THE SITE

You may not hyperlink to the Site without the prior written authorization from Us or PSA Automobiles SA (using the contact email address at section 2 of these Terms of Use), which may be revoked at any time for any reason. In any event, Mhiri Innovation cannot be held responsible for any content on, or products or services offered on, the sites to which the Site is affiliated by hyperlinks or any other type of link.

9. YOUR SECURITY OBLIGATIONS TO USE THE SITE AND YOUR ACCOUNT DETAILS

Use of the Site

You shall not, in your use of the Site, carry out any manipulation likely to cause computer or functional breakdowns or breakdowns of any kind that could affect the operation of the Site or any service accessible through it. In particular, you shall make available only reliable information and data that is not likely to affect the operation of the Site or any service accessible through it, and you shall not knowingly introduce viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Site, the server on which the Site is stored or any server, computer or database connected to the Site. You must not attack the Site via a denial-of-service attack or a distributed denial-of-service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those

authorities by disclosing your identity to them. In the event of such a breach, your right to use the Site will cease immediately.

Your use of the Site or any service accessible through it must comply with all applicable national and international regulations, as well as the rights of third parties and must not prejudice Mhiri Innovation in any way whatsoever.

You must keep your account details safe

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chose by you or allocated by us, at any time, if, in our reasonable opinion, you have failed to comply with any of the provisions of these Terms of Use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at contact@rent.free2move.com.

10. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

Different limitations and exclusions of liability will apply to liability arising as a result of your rental of any vehicle offered by a Free2Move Rent Licensee on the Site, which will be set out in the agreement between You and the Free2Move Rent Licensee.

Users use the Site under their own responsibility. Mhiri Innovation and the Free2Move Rent Licensees cannot be held responsible for any loss of data or programs resulting from the use of the Site or of sites affiliated to it or sites to which it links, except where it would be unlawful for Mhiri Innovation or the Free2Move Rent Licensees to not be held responsible. You must obtain professional or specialist advice before taking, or refraining from taking, any action on the basis of the content on the Site.

Although We make reasonable efforts to update the information on the Site that is in Our control, We make no representations, warranties, or guarantees, whether express or implied, that the content on the Site is accurate, complete or up to date.

Please note that we only provide the Site for domestic and private use. You agree not to use the Site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

11. WHAT LAW AND JURISDICTION APPLIES TO THE SITE

If you are a consumer, please note that these Terms Of Use, their subject matter and their formation, are governed by English law. You and We both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

If you are a business, these Terms Of Use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.