

GENERAL TERMS AND CONDITIONS OF SALE OF THE CHARGE MY CAR OFFER

Applicable as of December 01, 2020

Free2Move services facilitate the mobility of the user ("the User"), by organizing access and automatic payment for urban mobility infrastructures such as car sharing, car rental, station and airport parking, and public recharging for electric vehicles.

SUBJECT

The present General Terms and Conditions of Sale (hereinafter referred to as the "General Terms and Conditions") govern the conditions for subscribing to Free2Move's service offers from FREE2MOVE SAS on the one hand and the payment of the costs of using these services on the other. The Use of the services is subject to these Terms and Conditions and the General Terms and Conditions of Use of the Free2Move Application.

The User confirms his full and unconditional acceptance of these General Terms and Conditions and the General Terms and Conditions of Use of the Free2Move Application.

FREE2MOVE SAS reserves the right to make any changes to these Terms and Conditions.

SUBSCRIPTION SUBSCRIPTION

Access to the Free2Move services requires the creation of an account from the Application and the subscription by the User to one of the offers from FREE2MOVE SAS.

After subscribing to an offer and receiving the confirmation e-mail, the User will be able to access the Free2Move services as described in Article 3 of these General Terms and Conditions via his login and password.

Access to the Free2Move services will be made according to the offer subscribed to by the User:

through the Application available on his smartphone as defined in the General Terms and Conditions of Use of the Free2Move Application available in the Application ;

via the recharge card as described in article 3.2.3 of these General Terms and Conditions.

The services to which the offer gives access are described in article 3 of the present General Terms and Conditions. It is expressly stated that whatever the offer chosen by the User, it does not include the cost of using the services contained in the offer.

FREE2MOVE SERVICES

The "Charge My Car" Offer

With his subscription to the "Charge My Car" Offer, the User has access to the services as offered by the Application as well as to the services to which the Recharge Card (hereinafter referred to as the "Card") gives access, as described below.

It is reminded that the cost of using Free2Move services is not included in the price of the subscription to the "Charge My Car" Offer mentioned in Article 4.1 of these General Terms and Conditions. The Free2Move services are provided for a fee, the price is mentioned in article 4.2 below.

This offer is reserved for holders of electric vehicles.

3.1 Services offered via the Application

The Free2Move Application via the "Charge My Car" offer gives access to the following services:

search for public recharging stations for electric vehicles (hereafter "Stations") connected to the network of our partner Plugsurfing

consultation of Station details (e.g. cost of recharging)

unlocking of compatible stations by the application's unlocking

dematerialized payment of the recharging session on a Station

long-range planning

whose operation is described in the General Terms of Use of the Application.

3.2 Services offered via the Recharge Card

After subscribing to the "Charge My Car" Offer, the User receives a "Welcome Kit Charge My Car" containing a recharge card (hereinafter "Card") at the delivery address indicated when creating his Account. This Card enables the User to unlock the recharging stations for electric vehicles.

3.2.1 Dispatch of the Card

The Card will be shipped within four (4) business days of subscription to the "Charge My Car" Offer, to the delivery address indicated by the User when registering for the Free2Move Application.

3.2.2 Objection to the use of the Card

Objections must be made to the Free2Move customer service department whose contact information is given in Article 7 of these Terms and Conditions.

The User may object to the use of the Card in two cases:

Flight

Loss

Objections must be made as soon as the User becomes aware of the loss or theft of his/her Card.

The Card is considered to be blocked as of the date of receipt by FREE2MOVE SAS of the declaration of loss or theft. At the User's request, a Card with a different number will be issued as soon as possible.

Replacement of the Card shall give rise to the replacement fees listed in Appendix 3 of these Terms and Conditions.

FREE2MOVE SAS shall not be held liable for the consequences of an objection that does not emanate from the User.

In case of loss of the Card, the User must immediately inform FREE2MOVE SAS by consulting the help section of the Application or the Website. If the User does not notify FREE2MOVE SAS of the loss or theft of the Card or cell phone, the User shall be liable for all use of the service in its entirety.

3.2.3 Removal / Replacement of the Card

The Card remains the property of FREE2MOVE SAS and FREE2MOVE SAS can take the initiative of its withdrawal and / or its possible replacement in case of :

counterfeiting or alteration of the Card;

fraud;

rental and sale of the Card by the User.

In the event of technical failure of the Card or to prevent any incident related to its normal wear and tear, FREE2MOVE SAS will replace the Card free of charge as soon as possible.

If, after verification, the failure is attributable to the User, FREE2MOVE SAS shall invoice the User for the cost of the damaged Card in accordance with the schedule in Appendix 3 of these General Terms and Conditions.

3.2.4 Deactivation of the Card

At the initiative of FREE2MOVE SAS

Deactivation of the Card can be carried out in particular in the event that this service is stopped by FREE2MOVE SAS. In this case, the User shall be informed as soon as possible of the termination of this service and the Card shall be deactivated within the period of time announced at the time of notification by FREE2MOVE SAS.

The Card may be deactivated in the event of temporary or permanent suspension of services in accordance with the provisions of Article 4.5 of these General Terms and Conditions.

At the initiative of the User

The User may request the deactivation of his Card at any time by using the cancellation mechanism provided for in Article 5 of these General Conditions.

3.1.2.5 Dematerialized payment for recharging sessions on a Station

The Card allows the User to pay the amount generated by a reload session on a Station.

PRICE - TERMS OF PAYMENT - BILLING

Subscription to the offers

The "Charge My Car" offer

The cost of the subscription to the "Charge My Car" Offer is four euros and ninety-nine cents (€4.99) including tax per month.

Subscription modification

The modification to a subscription may be made at any time by the Application or via the customer service mentioned in Article 7 of these General Terms and Conditions.

Cost of services

In addition to the subscription fees referred to above, the User shall pay the costs of using the services consumed during the billing period.

The costs of using the services of the "Charge My Car" offer depend on the operators of the charging stations and may therefore differ from one station to another.

Prices are indicated on the Application in Euros, including tax, when using one of the services described in Article 3 of these General Terms and Conditions. The prices of the services indicated on the Application prevail over any other price indicated on any other medium when using the services.

The prices related to the management of the Card are available respectively in Appendices 2 and 3 of these General Terms and Conditions.

Invoicing

FREE2MOVE SAS shall send by e-mail to the address provided by the User and in the Application at the time of subscription an invoice showing the cost of the monthly subscription to the subscribed offer.

An invoice is issued for each consumption of services during the subscription period.

The prices indicated on the invoice are inclusive of all taxes.

In the absence of any express request to the contrary, invoices are sent to the User exclusively by electronic means.

The User may obtain information concerning old invoices and the balance for the current month that has not yet been invoiced by logging on to his personal space in the Application.

Invoices are payable in euros. The amount owed by the User will be automatically debited from the payment method entered at the time of subscription.

Payment

Payment Verification

In order to protect itself against fraud, a control of the transactions carried out by the User may be carried out. In this context, the User may be contacted in order to prove his or her identity.

Banking data

The banking data (credit card number, validity date, security pictogram, etc.) necessary for the payment required to benefit from the Service are neither collected nor retained by Free2Move SAS, but only by the provider of the online payment module.

Solvency

The User shall ensure that the registered payment card is valid, that the account to which it is attached has a sufficient balance and that it is not blocked. In the event that it is not possible to debit the account, FREE2MOVE SAS shall be entitled to demand payment from the User by other means, including sending a separate invoice for the User's use of the Services. The User shall ensure that his payment information on his Free2Move account is up to date and valid at the time of subscribing to an offer and consuming services (power recharge). In case of failure to comply with this obligation, FREE2MOVE SAS reserves the right to close the customer's account.

Temporary or permanent suspension of bids

The User is informed that FREE2MOVE SAS reserves the right to temporarily or permanently suspend the Offer to which the User has subscribed or to terminate the User's subscription in case of non-payment of the amounts due by the User or misuse of the services or invalid payment card.

TERMINATION

At the initiative of FREE2MOVE SAS

FREE2MOVE SAS may automatically terminate the User's subscription in the event of erroneous information provided by the User, in the event of fraud or suspicion of fraud (in particular several accounts associated with one or more identical personal information provided by the User), in the event of total or partial non-payment of the sums due by the User or in the event of suspension of one of the offers as provided for in Article 4.5 of these Terms and Conditions.

At the User's initiative

The User may cancel his subscription at any time:

By sending a registered letter with return receipt to FREE2MOVE SAS, 45 rue de la Chaussée d'Antin, 75009 Paris, France ;

by sending an e-mail to the address indicated in the help section of the Application or the Website; in the Application in the "Subscription" section.
Cancellation will take effect at the end of the current month upon receipt of the cancellation request and after payment by the User of all sums due.

WITHDRAWAL

In accordance with Article L221-18 of the French Consumer Code, the User who subscribes remotely to a service has a period of fourteen days from the date of subscription to an offer to withdraw without having to justify his reasons or pay a penalty.

This right of withdrawal is exercised by writing to FREE2MOVE SAS at the following address:

FREE2MOVE SAS, 45 rue de la Chaussée d'Antin, 75009 Paris, France and/or by e-mail at the

address provided in the help section of the Application or the Website, by filling out the withdrawal form in Appendix 3 of these general terms and conditions.

In the event of exercising the right of withdrawal within the aforementioned period, only the price of the services actually ordered from FREE2MOVE SAS and used during the period prior to exercising the right of withdrawal shall be payable by the User.

Furthermore, the User is informed that if he/she exercises his/her right of withdrawal, he/she must return his/her non-activated Card within ten (10) days from the date of issue of his/her withdrawal request, to the address mentioned in Article 6 of these General Terms and Conditions.

CUSTOMER SERVICE

The customer service is available to answer all your questions by e-mail, phone or through the FAQ. Information is available in the Help section of the Application and the Website.

APPLICABLE LAW - JURISDICTION - MEDIATION

The present General Conditions are subject to French law.

In the event of a dispute relating to the interpretation or execution of these General Terms and Conditions, FREE2MOVE SAS and the User shall endeavor to resolve it amicably.

In the absence of an amicable agreement, the User is informed, in accordance with Article L.211-3 of the French Consumer Code, that, before taking the matter to the competent legal courts and following a written complaint to FREE2MOVE SAS, he has the option of contacting, free of charge, a mediator registered on the list of mediators established by the Commission d'évaluation et de contrôle de la médiation de la consommation in application of Article L615-1 of the French Consumer Code, namely Médiation CMFM, by writing to him at the following address Médiation Cmf, 21 rue des Malmaisons - 75013 Paris or on the website www.mediationcmfm.fr.

The User remains free to accept or refuse recourse to mediation and, in the event of recourse to mediation, each party is free to accept or refuse the solution proposed by the mediator. In the absence of an amicable agreement, recourse to mediation or acceptance by the parties of the solution proposed by the mediator, the dispute opposing a consumer customer will be brought before the competent court according to the rules of common law.

APPENDIX 1: TARIFF BAR FOR THE USE OF THE ELECTRICAL REFILL CARD

The amounts are all taxes included

Replacement of a defective Card: free of charge

Replacement of a lost, stolen or damaged Card: 10 € TTC

APPENDIX 2: RETRACTION FORM TO BE ATTACHED WITH THE RETRACTION REQUEST

Attn: FREE2MOVE SAS, 45 rue de la Chaussée d'Antin, France.

I hereby notify you of my withdrawal from the subscription to the :

Charge My Car

Subscribes to _____

Username: _____

User Address: _____ postal code: _____ city:

Signature of the User :

Date :