

GENERAL TERMS AND CONDITIONS OF USE OF THE CHARGE MY CAR SERVICE

Applicable as of December 01, 2020

LEGAL NOTICE

The Free2Move application (hereinafter referred to as the "Application") is published by FREE2MOVE SAS, a French société par actions simplifiée (simplified joint stock company) with registered office at 45 rue de la Chaussée d'Antin, 75009 Paris, France, registered with the Paris Trade and Companies Registry under number 790 020 606.

Director of Publication: Brigitte Courtehoux ;

Responsible for Processing : Ahmed Mhiri

Download platform : Apple and/or Android.

PREAMBLE

The Application is a free downloadable mobile application compatible with IOS 13 or later and Android 6 or later, designed to facilitate User mobility by organizing access and automatic payment for urban mobility infrastructures such as car sharing, rental, and public recharging for electric vehicles.

Access to and use of the Application are subject to the general terms and conditions of use detailed below (hereinafter the "General Terms and Conditions of Use") as well as to applicable laws and/or regulations. Connection and access to the Application imply full and unreserved acceptance by the User of the General Terms of Use.

DEFINITIONS

Account means the account created by the User from the Application which allows him to obtain his Identifiers to access via the Application to Free2Move services.

Username means the e-mail address and password enabling the User to access his Account.

Website means the Free2Move website whose address is as follows: <https://www.free2move.com>.

User means an individual of legal age who has created an Account and subscribed to Free2Move.

Compatible Vehicle means a vehicle of a brand of the PSA Group with a connected navigation system (hereinafter "NAC*") equipped with the 2.10 update and any subsequent updates.

Partner Operator means the operators of partner recharging stations that are part of the regularly developed Plugsurfing network, and in which recharging procedures can be launched using the Application and/or the Recharge Card.

Recharge Card means the RFID Card that allows the recharging procedures to be launched on compatible terminals, after having been activated and connected to the User's Account.

* NAC is a technology that uses cell phone networks to establish an Internet connection using a special SIM card integrated into the vehicle's on-board computer.

LIMITATIONS OF USE

The provisions relating to road traffic law in force at the national level and falling within the local scope of the Application must be complied with.

FREE2MOVE SAS reminds the User that the use of a cell phone while driving is strictly prohibited and that the Application must be used while the vehicle is at a complete standstill and in compliance with the rules of the Highway Code.

ACCESS TO THE APPLICATION

The Application may be downloaded free of charge, excluding communication and subscription fees charged by the User's cell phone operator and/or Internet access.

Access to and use of the Application require internet access (wifi or 3G plus). Use of the Application consumes mobile data. Activation and access to the geolocation of the smartphone and/or the vehicle is also required.

Depending on the provisions of the contract entered into by the User with his mobile telephone operator, additional charges may be invoiced. The User must check with his cell phone operator to find out about this.

FREE2MOVE SAS shall not be liable for any difficulties related to network access.

The User is informed that access to certain services of the Application requires the activation of geolocation. The User may at any time deactivate the geolocation but in this case the functionalities of the Application will be strongly limited. To fully benefit from the functionalities of the Application, the User must have subscribed to an offer as defined in the General Terms and Conditions of Sale, which the User undertakes to have read and accepted.

To subscribe to an offer and access the Application, the User must first create an Account from the Application by completing the following mandatory fields:

User's Country and Language: automatically provided by the Customer's smartphone.

Personal information: last name, first name, physical address, e-mail address, telephone number

Information about the User's vehicle: vehicle license plate, VIN number, make of vehicle, model, color of vehicle, type of connectors and recharging adapters.

Banking information: credit card number, cardholder's name, expiration date and credit card security code.

The User undertakes to ensure that the information provided during registration is accurate, and to update it if necessary so that FREE2MOVE SAS has reliable, up-to-date and complete information at all times. FREE2MOVE SAS reserves the right to ask the User for any proof that would allow it to verify the accuracy of the information provided.

When creating the Account, the User enters his/her e-mail address and defines a password. These Identifiers will enable him/her to access the Application. A Security Code is also sent to him/her in the SMS or confirmation e-mail. The Identifiers and password are strictly confidential and personal. The User undertakes not to disclose them to third parties. As the User is solely responsible for the use of his Identifiers and password, any use of the services using them is presumed to be made by the User.

INFORMATION RELATING TO THE CONTENT OF THE APPLICATION

The Application allows the User to access different mobility services from his Smartphone, depending on the version and the offer subscribed to.

Personal space

The User has access to his personal space on the Application. This personal space allows the User to modify its contact information and to access the various functionalities detailed below:

Information" section: allows the User to view and modify his personal information;

Cars" section: allows the User to view and modify information related to his vehicles;

Subscriptions" section: allows the User to view, select an offer and activate a Recharge Card;

Reservations and Invoices" section: allows the User to view his consumption and invoices for services used during the current month;

Portfolio" section: allows the User to modify his bank details;

Help" Section: allows the User to access the Customer Service contact details (e-mail and telephone number) as well as to consult the Frequently Asked Questions (FAQ).

It is specified that when the User modifies his/her data, he/she undertakes to ensure that the modified data is accurate so that FREE2MOVE SAS has reliable, up-to-date and complete information at its disposal at all times.

Electric recharge service

General

This service is reserved for holders of electric vehicles.

The Application, subject to the subscription of an offer giving access to this service as described in the General Terms and Conditions of Sale :

- (i) allows the search for recharging stations compatible with the vehicle and available around the User or around a destination previously specified by the User;
- (ii) provides information concerning, for example, the location and availability of partner Operators' recharging stations;
- (iii) offers the possibility for the User to be guided to the chosen recharging station; and

(iii) allows the recharging of electric vehicles at Partner Operators' recharging stations after authorization via the Application or the Recharge Card. These services are only possible within the network of Partner Operators developed by Plugsurfing GmbH.

(iv) allows the planning of a route. The Application will offer the User recharging stations compatible with the vehicle mentioned by default on the route requested in the Application.

Rates

All applicable rates for recharge services are inclusive of tax and are indicated in the Application before the recharge procedure is launched.

If the rate mentioned on the Application does not correspond to the rate indicated on the recharging station, the rate mentioned on the Application shall apply.

The User agrees that the use of the Recharge Card on a recharging station without having first verified the details of the chosen station in the Application shall not allow the User to know the price of this station. It is incumbent upon the User to check the applicable rates via the Application prior to any procedure for recharging with his or her Reload Card.

Operation and use

After inserting the information concerning his electric vehicle in the "Vehicles" section (in particular the VIN), the User will be informed whether his vehicle is compatible with the on-board functionality of its navigation system. If this is the case, he will be able to benefit from the services through the Mobile Application and the on-board system of his vehicle, apart from the "route planner" which is only available on the Mobile Application.

Search for Charging Stations

The User can search for charging stations compatible with his vehicle and available around his position or around a chosen destination. The stations are displayed on a map and on a list. An indication of the recharging time and an estimated price for recharging 20% to 80% of the vehicle selected by the User is displayed next to each of the found stations. As the prices of the recharging stations are very diversified, complex and relative to the hours and duration of consumption, FREE2MOVE SAS cannot be held responsible if the final price of the User's recharging session is different from the estimated price.

Consultation of the details of the recharging station

The User can select the desired station and be guided to this station by choosing one of the available guidance applications or by sending the destination directly on the navigation of his Compatible Vehicle.

The station detail also provides access to the following information (list given as an indication, not exhaustive and subject to change):

Station opening hours
Connector type available
Price (incl. VAT)
Name of the station operator

Unlocking the charging station and charging procedure

The User can launch a recharge procedure at the different stations managed by the partner Operators using the Application or the Recharge Card. The recharging station is then activated, as long as it is in operation.

It is the User's responsibility to ensure that recharging starts and is carried out correctly, and that the recharging station is compatible with the vehicle to be recharged. In addition, the User must not use charging stations that display an error message or show visible defects or damage.

It is the User's responsibility to comply with the parking restrictions and regulations specific to the charging station (e.g., written instructions displayed on the charging station or instructions given by Partner Operator staff).

FREE2MOVE SAS does not guarantee the operation or availability of the Partner Operators' Charging Stations or the accuracy of the information provided by the Partner Operators, and shall not be liable on these grounds.

The Application and the Recharge Card operate only within the network of the Partner Operators. The use of charging stations located outside the network requires a separate contract between the corresponding Operator or service provider and the User.

In addition, (i) the electric vehicle charged at a charging station and (ii) the tools to be provided by the User (including, for example, any power converter, adapters or cable) must be suitable and function properly for their intended use, be compatible with a connection to the charging station and comply with all applicable legal provisions in force at the time of the charging process. FREE2MOVE SAS shall not be liable for any failure or damage caused by a failure of the electric vehicle and/or the tools used.

Route planner

The User may prepare a journey from the Application which will be calculated by an algorithm (detailed below) which will indicate the various stops, their duration and the estimated price of the route determined by the algorithm. The User must first insert the following information so that the algorithm can determine his route: his starting point, his destination, the battery level of his vehicle at the start.

The algorithm takes into account the following data in its calculation :

Vehicle data: aerodynamics, engine power, battery capacity, the type of charging cable chosen in the parameters, the mass charged in the vehicle (75kg by default), the maximum charging power of the vehicle and the charging stations.

The type of driving: by default, eco-driving is preferred, i.e. driving at 110km/h maximum on freeways with smooth and regular acceleration and deceleration.

The outside temperature and its impact on the vehicle's energy consumption.

The topography of the route.

The User can then see his route in the form of a map or a list with the following information: estimated total duration of the route, estimated number of kilometers to be covered, estimated total duration of the charging stops to be made, estimated total price of these stops, details of the various charging stops required including: their distance from the previous stage, estimated charging time required and minimum battery capacity to be recharged.

The User can then send the route to a navigation application. In this case, the User chooses either to send the route to a navigation application already installed in his cell phone (e.g. Apple Map, Google Maps, Waze) or to send the route to his Compatible Vehicle.

When the User chooses to send the route to his Vehicle, he is informed of the success of this action by the appearance of the message "route sent successfully" in his mobile application. If the vehicle is switched on and connected to the Internet (in accordance with the on-board documentation), then a notification will be displayed immediately to validate the launch of the route via the vehicle's navigation. If the vehicle is turned off, then you will have to wait for an internet connection once the vehicle is turned on to see the notification appear.

Once navigation is started in the vehicle, the algorithm recalculates the route in real time in the following two cases: if the consumption is lower or higher than initially predicted by the algorithm, or if the driver does not take the route initially planned. In case a recalculation is performed, a notification will appear on the on-board computer with a new route, this notification will appear for 10 seconds and the driver does not need to validate this notification to change the route in the in-car navigation.

To stop the automatic recalculation the only solution is to delete the notification in the mobile application.

Geographical coverage

The geographical coverage of the network of Operator Partners open to the User extends over the following countries:

France, Germany, United Kingdom, Italy, Spain, Belgium, Netherlands, Portugal, Switzerland, Austria, Norway and Sweden.

In general, all the recharging stations visible in the Application are part of the partner network and are accessible either with the Application or with the Reload Card.

Force majeure

FREE2MOVE SAS shall not be liable to the User in the event of force majeure that temporarily prevents the use of the Application and/or services.

PERSONAL DATA

In order to offer the features and services described in Article 6 of these Terms and Conditions of Use and on the Website, FREE2MOVE SAS collects and processes certain personal data about the User as detailed in Article 5 of these Terms and Conditions of Use. The User is informed and agrees that his data may be collected and transmitted by FREE2MOVE SAS to (i) any company belonging to the PSA Group or (ii) any other company acting as a subcontractor of FREE2MOVE SAS or (iii) any partner of FREE2MOVE SAS in order to :

To deliver the services offered by FREE2MOVE SAS ;
To ensure the proper functioning of the Website and the Application;

To create the User's Account and allow him/her to benefit from the services and to manage them;
To carry out surveys, analyses, statistics or, if applicable, in the context of commercial operations by FREE2MOVE SAS, its subsidiaries and/or any company offering a service on behalf of the PSA Group;

in compliance with the relevant regulations.

FREE2MOVE SAS guarantees that it will process personal data in accordance with the legislation applicable to the processing of personal data, in particular with regard to the confidentiality and security of said data.

FREE2MOVE SAS informs Users that the data thus collected may be transferred to a country outside the European Union. In this case, FREE2MOVE SAS will take all necessary measures in accordance with regulations so that the Users' data is processed with a level of protection equivalent to that provided by countries located in the European Union.

In accordance with the French law n°78-17 of January 6, 1978, relating to data processing, data files and liberties, as amended, and the European Parliament and Council Regulation n°2016/679 of April 27, 2016, each User has the right to access, rectify, delete, limit processing, oppose for legitimate reasons, and make the data portable. Finally, you have the right to define general and specific guidelines defining the way in which you intend to exercise these rights after your death. These rights may be exercised by the User by sending a request to FREE2MOVE SAS, together with a copy of an identity document, either by mail to FREE2MOVE SAS, 45 rue de la chaussée d'Antin, 75009 Paris, France.

Likewise, in application of article L223-1 of the French Consumer Code, Users are informed that they may object at any time to being canvassed by telephone, by registering free of charge on the www.bloctel.gouv.fr website.

The User is informed that the use of the services requires the collection of geolocation data. However, the User has the possibility of deactivating the geolocation device at any time - via the parameters of his or her smartphone. For Users with NAC, the geolocation device can be deactivated in the settings menu of the Compatible Vehicle's navigation system.

The User is informed and accepts that in the event that the geolocation device is deactivated, the services using this data cannot be provided. It is understood that FREE2MOVE SAS cannot be held liable for failure to comply with its obligations under the services subscribed to.

The User undertakes, under his sole responsibility, to inform any person using the vehicle or having taken a seat in the vehicle of the collection of data, in particular geolocation data.

FREE2MOVE SAS keeps personal data only for the time necessary to perform the services and to protect its rights and those of the User. Thus, data relating to Users and data generated in the context of services, use of the Application and use of the Website are kept for the duration of the contractual relationship, plus five (5) years. Data relating to prospects are kept for a period of 3 years from the last contact with FREE2MOVE SAS. Data relating to geolocation are kept for the time necessary to provide the service.

INTELLECTUAL PROPERTY

FREE2MOVE SAS grants the User a limited access license to its Website and Application for personal use only. This license does not include any resale or commercial use of the FREE2MOVE services, any collection or use of information, descriptions or prices, any use of the Application, its content, any downloading or copying of account information for the benefit of third parties, any use of data mining, robots or other data collection tools.

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All elements of the Application and the Website, whether visual or audio, namely graphics, logos, page headers, icons, scripts, service names including the underlying technology, are the EXCLUSIVE property of FREE2MOVE SAS and are protected. As such, and in accordance with the provisions of the Intellectual Property Code, only the use defined herein is permitted. Any other use not expressly authorized in advance is prohibited and constitutes an infringement. By connecting to the Application, the User is prohibited from copying or downloading all or part of their content.

RESPONSIBILITY

The User uses the Application and the services under his sole and entire responsibility.

FREE2MOVE SAS shall not be held liable for any direct or indirect damage, such as, in particular, material damage, loss of data or programs, financial loss, resulting from the use of the Application or services, or other applications installed on the User's smartphone.

The User is responsible for the use of the Application and shall therefore be solely liable for any possible infringement of the rights of third parties, and in particular, without this indication being exhaustive, for any infringement of freedoms or privacy, which may result from the use of the Application by himself or herself or other users of the Vehicle. FREE2MOVE SAS shall not be liable for any use contrary to applicable laws, misuse or misappropriation by the User or any third party of the Application or services, or of the information received through the Application.

LIKewise, FREE2MOVE SAS shall not be held liable in the event of interruption of the communication networks enabling access to the Application, total or partial unavailability of the Application resulting in particular from the telecommunications operator, in the event of transmission errors or problems related to the security of transmissions, in the event of failure of the User's smartphone or telephone line.

CONTACT CENTER - CUSTOMER SERVICE

The Free2Move customer contact center on the <https://www.free2move.com> website.

The Help section of the Application also has Frequently Asked Questions (FAQ).

UPDATE OF THE GENERAL CONDITIONS OF USE

FREE2MOVE SAS reserves the right to modify and/or update these Terms and Conditions of Use and may propose changes to the Application.

The User is informed that the services offered by the Free2Move Application may evolve and that services may be added or removed. The User shall be informed of such changes by FREE2MOVE SAS.

Access to these changes may be subject to the express acceptance of a new version of the General Terms of Use.

APPLICABLE LAW - JURISDICTION - MEDIATION

The General Conditions of Use are subject to French law.

In the event of a dispute relating to the interpretation or execution of these General Terms of Use, 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 accordance with Article L.615-1 of the French Consumer Code, namely Médiation CMFM, by writing to him at the following address Médiation CmfM, 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 User will be brought before the competent court according to the rules of common law.