

## **Free2Move Carsharing Austin Terms and Conditions**

PSA North America Carsharing Solutions, Inc., 100 M St SE, Suite 525, Washington DC 20003 ("Free2Move") operates a self-drive car-sharing / multi-user car-sharing system hereinafter referred to as the "Free2Move Service". Specifically, Free2Move rents vehicles to registered users within a specific and demarcated geographical zone determined at Free2Move's discretion (hereinafter identified as the "Service Zone"), subject to the conditions set forth below. 'User' in these terms and conditions, means you are a user of Free2Move Carsharing Service. These terms and conditions do not apply to other Free2Move services. Users can only be natural persons unless they are expressly registered as a company (legal entity) with Free2Move.

### **Subject matter of these terms and conditions of use**

These Terms and Conditions apply to the use of Free2Move, by Users via a web browser and apps, and the use by Users of their Free2Move Account and Free2Move user name in order to rent vehicles from Free2Move.

#### **B. Free2Move account with Free2Move user name**

##### **B.1 Registering a Free2Move Account**

B.1.1 A Free2Move Carsharing account is registered when the User completes the online registration form, accepts these Terms and Conditions of Use, Free2move makes a determination (at its sole discretion) of account eligibility, and Free2Move sends the User confirmation that his/her registration has been successful.

On successful registration, Free2Move will provide the User with an account ("Free2Move Account") which has a User name ("Free2Move User Name"), (see Clause B.2) each as chosen by the User and generally associated with their e-mail address.

##### **B.2 Free2Move Account and Free2Move User Name**

B.2.1 The User is required to give full and accurate information regarding his/her name, address, e-mail address, credit/debit card details, and other required data for his/her Free2Move Account. Free2Move reserves the right to refuse to open a Free2Move Account for a User, particularly if there is legitimate reason to believe that the User will not comply with the terms of these Terms and Conditions of Use.

B.2.2 Users will keep their login information (Free2Move User Name, Free2Move password,) confidential and not provide third parties with access to Free2Move via their login information or otherwise allow them to use their login information. User will be held accountable for any use of Free2Move by means of their login information as well as any other use of their login information.

B.2.3 Users must keep their Free2Move Account data up to date at all times. This includes, but is not limited to, their name, address, e-mail address, mobile phone number and relevant payment information.

B.2.4 Free2Move can block the User's Free2Move Account and Free2Move Username if a) if the User has entered incorrect information; or b) if communication via contact information in the User's Free2Move Account was unsuccessful (e.g., e-mail address or mobile number is outdated); or c) if the User breaches these Terms and Conditions of Use, unless the breach is minor, or was due to reasons outside the User's control; or d) if there is legitimate reason to believe that the User will not comply with these Terms and Conditions of Use or e) if the User

fails to pay any fees associated with the use of the Free2Move services.

B.2.5 A User can cancel his/her Free2Move Account at any time on written notice to Free2Move via e-mail to support-dc@free2move.com. Free2Move can cancel the Free2Move Account without cause at any time by giving one week's written notice to the User and shall have the right to terminate for cause immediately.

#### B.2.6B.2.6

- 1) Free2Move shall have the right (but not an obligation) at any time to require an applicant or a user to provide appropriate information about such person's driving record both on application and at any time during the account's existence.
- 2) Users shall at all times have a valid U.S. driver's license and must self-report any suspension, revocation or expiration of such license. The suspension, revocation or expiration of such driver's license shall be grounds for Free2Move to terminate for cause immediately. 3) A person may use their foreign drivers license as part of registration process but are required to also provide documentation of their past 2-years of driving history from their country of origin.
- 4) Only approved Members may use the vehicle. If another person associated with the Member wishes to use the vehicle, they must register to become a member

#### B.2.7B.2.7

- 1) In the case of an accident or traffic violation, Users shall comply with all required notifications to the police or other authorities and shall furnish Free2Move with all relevant information with respect thereto.
- 2) 4 or more moving violations will lead to your account being suspended for 1 years time.

#### B.2.8B.2.8

- 1) User shall be solely responsible for all costs or liabilities incurred by the unauthorized use of the vehicle by anyone other than the User.
- 2) The vehicle shall not be used in carrying persons for hire, for racing or use off of normal streets and highways.
- 3) The vehicle shall not be used for the purposes of operating with a third-party delivery service.

#### B.2.8.B

Damage Waiver - Purchase of the Damage Waiver Product is voluntary and can waive a Members Responsibility to pay the collision Deductible: Failure to comply with terms and conditions, plus legal posted street signs can cause the Damage Waiver to be null & Void. i.e.. Unauthorized Driving, Unauthorized use of vehicle, Violations of Motor Vehicle Laws, etc.

B.2.9 Free2Move will retain a User's driver's license information as may be required to assure User complies with the provisions of this agreement. User consents to Free2Move's retention of such information and gives Free2Move permission to contact User via email, text message, or telephone about the information related to a User's driving license.

### B.3 Usership access and use

#### B.3.1 Account Management

1. Users will access their rental vehicle via the Free2Move app. Users may not give, lend or transfer their Free2Move app and/or credentials to any third party nor may any such third party benefit from User's usership or Free2Move app. Failure to comply with this condition is grounds

for immediate termination for cause and will void any applicable insurance coverage. User will also be subject to liability for any damages that stem from the unauthorized use of a Free2Move vehicle, irrespective of whether User is a passenger or whether the User is even in the Free2Move vehicle at the time of the breach.

### B.3.2 Payment and billing

1. All charges incurred in connection with the rental of the vehicle are the responsibility of the User, including traffic and parking violations, tolls, tows, damage deductibles and associated processing charges. All such charges will be billed to User's credit card on file upon completion of a trip.
2. Any failed charge will be reauthorized every 5-days. User is responsible for all fees related to payment issues.
3. All trips are subject to an authorization charge of \$50 after each 24 hours of continuous usage.
4. Free2Move shall have the right without User's consent to itself challenge, or settle any such violations, tolls and charges. Alternatively, Free2Move may require User to challenge or settle any such violations and User will fully indemnify Free2Move with respect thereto.
5. User will be responsible for payment of a deductible of \$500 for any damages that incur which result in damages in excess of the deductible amount.
6. Free2Move Carsharing rates are based on usage and are subject to change at the discretion of Free2Move Carsharing.
7. Calculation of the pricing is done by rounding up to the nearest minute to determine the final rate at the end of each trip.
8. Any outstanding balances past 21 days old is subject to collection efforts and fees related to these efforts.

## C. Use of Service and Vehicle Hire

### C.1 Reserve and start trip

1. Only the Free2Move vehicles shown in the app may be used. It is possible to book a specific car for a certain amount of time. The reservation must be made using the Free2Move app. The booking duration and its price will be specified in the Pricing policy.
2. Free2Move may deny the reservation in the event that the vehicle selected is not available or where the User makes unreasonable use of the reservations system. Unreasonable use of the reservations system includes making repeated reservation requests for available vehicles which do not result in an actual rental being made.

Free2Move reserves the right to de-register any Users making unreasonable use of the system. In specific cases, there may be a discrepancy between the location shown and the real location as a result of inaccuracies in the GPS signal, and Free2Move assumes no responsibility in this situation.

3. Individual hire starts when the vehicle is accessed using the app, and ends when the User has successfully concluded the vehicle hire in accordance with the provisions of these Terms and Conditions. Once the trip has started, Users do not have the right to withdraw (even in part) from an individual hire, and as such the duration of the vehicle hire shall always be the time elapsing between access to the vehicle and the conclusion of the vehicle hire.

Beginning the trip in specific areas of the service zone (such as airports) could lead to additional charges that will be specified in the Pricing Policy.

### C.2.1 Parking and end of trip

1. To park and/or end the trip the user shall use the application. Only if there is an issue preventing the ability to park and/or end the trip shall the member call customer support.
  2. If the ending of the trip is due to an accident, User shall, in addition take all necessary steps to capture evidence and mitigate the losses in coordination with Free2Move, and participate in the procedures for the vehicle to be handed over to a company providing tow-truck services, or for it to be deposited securely in coordination with Free2Move. Where necessary, Users may request the presence of the Police if the other party refuses to fulfil the accident statement.
  3. In the event the accident is not reported, or the accident statement is not filed, the User shall be required to pay any surcharge resulting from this situation.
  4. If the ending of the trip is not due to an accident, the vehicle shall be parked within the Service Zone specified by the app.
5. The vehicle shall be parked properly in accordance with all applicable parking regulations on the public road and in compliance with the following:
- A. Where parking is banned on certain days or at certain times, the vehicle hire must not be parked in this restricted area.
  - C. No vehicle shall be parked on private or commercial property (such as car parks, courtyards, etc.) or any other area fenced or provided with a barrier, even if it is always open. This ban shall also apply to the car parks of shopping centers, supermarkets, restaurants, universities, etc. and also to any non-paved area.
  - C. Trips can not be completed if there are any parking restrictions at any point in the future. Example, if such hours of street sweeping lanes that don't go into effect for 2 days from you end trip date/time are restricted and you will be charged for any tickets.
  - D. No vehicle shall be parked in a rush hour lane at any time
  - E. Vehicles trips must be ended/parked in metered spaces with a 2+ hour time limit. Failure to comply could enforce parking fees, ticket fees and/or towing fees.

#### C.2.2

The vehicle-hire process is formally terminated using the Free2Move app and pressing the button 'END TRIP'. If the User leaves the Free2Move vehicle without having concluded the vehicle-hire process, the hire shall continue at the User's expense. It is prohibited to stay inside the vehicle once the trip has been terminated unless authorized by the customer service team. In case of non-compliance, Free2Move can charge the user for the time spent between the termination of the trip and the moment User gets out of the vehicle.

If the vehicle-hire cannot be concluded for whatever reason, the User shall inform Free2Move of this without delay and shall remain with the vehicle until the User support service has taken a decision as to what to do in this circumstance. Any additional vehicle-hire costs will be refunded by Free2Move once it has been verified that the User has properly ended the hire. The termination of the trip in specific areas of the Service Zone (such as airports) could lead to additional charges that will be specified in the Pricing Policy. Breach of any of the conditions indicated above may result in a penalty.

#### C.3 Pricing Policy

All prices and tariffs are available in the Free2Move application. Unless otherwise stated, the prices are exclusive of applicable sales and rental car taxes.

C.4. Dynamic pricing refers to the ability to increase or decrease pricing rates based on conditions determined by Free2Move. These conditions may be applied at the discretion of the service.

#### D. Joint provisions

D.1 Availability and guarantee Users have no entitlement to availability, quality, service characteristics or technical support for Free2move or the Free2move User Name. Free2Move reserves the right to restructure, limit or terminate Free2Move and the Free2Move User Name at any time as it chooses without prejudice to existing Mobility Services Agreement or other existing agreements between Users and Free2Move.

#### D.2 Limitation of liability

Free2Move will only be liable for damage caused due to intentional acts or gross negligence by Free2Move. In cases of simple negligence, Free2Move will be liable only for breaches of material contractual duties and only for foreseeable, typical damage. Material contractual duties are those that necessarily have to be fulfilled for the contract to be properly performed and upon the fulfillment of which Users must be able to rely. Free2Move will not be 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 user 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 User.

#### D.3 Arbitration

User agrees that Free2Move's services involve interstate commerce and that the Federal Arbitration Act governs the interpretation and enforcement of this arbitration provision.

To the extent permitted under applicable law, User and Free2Move each agree that any and all disputes that have arisen or may arise between User and Free2Move shall be resolved exclusively through final and binding arbitration, rather than in court, except that User may assert claims in small claims court, if User's claims qualify. Arbitration shall be conducted by a single arbitrator under the Consumer Arbitration Rules of American Arbitration Association ("AAA"). The arbitrator shall be an attorney or retired judge and shall be selected in accordance with the AAA rules. The arbitration shall be held in the District of Columbia or at another mutually agreed location. Attendance at an in-person hearing may be made by telephone by User and/or Free2Move, unless the arbitrator requires otherwise.

The arbitrator will decide the substance of all claims in accordance with the laws of the District of Columbia (without giving effect to the conflict of laws thereof), including recognized principles of equity, and will honor all claims of privilege recognized by law. Each party will bear its own legal fees and expenses. The arbitrator's award shall be final and binding, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

#### D.4 Amendments to these Terms and Conditions of Use

Free2Move reserves the right to make amendments to these Terms and Conditions of Use, including to reflect modified content of Free2Move. Any such amendment will not affect a vehicle rental which has already begun. Amendments will be communicated to existing Users in text form via e-mail and will take effect one week after such notice. Notices to prospective Users will be published on Free2Move's website and will take effect immediately.

#### D.5 Other provisions

These Terms and Conditions shall be governed by the Laws of the District of Columbia without giving effect to the conflict of laws thereof. These Terms and Conditions of Use represent the full agreement between Free2Move and the User for the subject of the agreement. If one or more provisions of these Terms and Conditions of Use are determined to be invalid, this will not affect the validity of the remaining provisions.

Nothing in these Terms and Conditions will affect any warranties which cannot be excluded or limited under applicable law.

**D. 6 Privacy Policy**

Your privacy matters to us. You can learn how we manage your information when you use our services by reviewing our privacy policy.

Valid from December 6<sup>th</sup>, 2021