

## **Free2move Carsharing North America Terms and Conditions**

Free2move North America, 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 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.

### **1) Subject matter of these Terms and Conditions**

These Terms and Conditions apply to the use of Free2move Service, by Users via the Free2move website and apps, and the use by Users of their Free2move Account and Free2move username in order to rent vehicles from Free2move.

## **B. Free2move account with Free2move username**

### **B.1 Registering a Free2move Account**

**B.1.1** A Free2move account is registered when the User completes the online registration form, accepts these Terms and Conditions, 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 Username**

**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.

**B.2.1A** - To register for a Free2move Account, User understands that Free2move will access a Truerisk score from Transunion. This score is a cumulative score that provides a score rating based on multiple factors to include Credit worthiness, Driving History and more. Free2move reserves the right to Recheck a user’s score at any time while they have a Free2move account.

**B.2.2** Users will keep their login information (Free2move Username, 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 always keep their Free2move Account data up to date. 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 a) if the User has entered incorrect information; b) if communication via contact information in the User's Free2move Account was unsuccessful (e.g., e-mail address or mobile number is outdated); c) if the User breaches these Terms and Conditions, unless the breach is minor, or was due to reasons outside the User's control; d) if there is legitimate reason to believe that the User will not comply with these Terms and Conditions 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.2.6**

- 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) At all times Users shall 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 driver's 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.2.7**

- 1) In the event of an accident or traffic violation, users must comply with all notifications to the police or other authorities and will provide Free2Move with all relevant information about it.
- 2) In case the accident is not reported, the accident report is not filed or the accident is caused by the breach of the T&Cs, the User will be required to pay any supplement resulting from this situation. The user account will be permanently closed. If this should occur during the rental, the user is required to end his rental within 24 hours in the area defined by these conditions.
- 3) 4 or more mobile violations will result in your account being suspended for 1 year. If this should occur during the rental, the user is required to end his rental within 24 hours in the area defined by these conditions.
- 4) In the event of an accident, your account will be suspended until a formal responsible party review is determined. If you wish to continue to use our services during the period investigation, you may choose to pay the deductible which will be refunded to you if you are determined not at fault.

**B.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 normal streets and highways.
- 3) The vehicle shall not be used for the purposes of operating with a third-party delivery service.

**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

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 / their own injuries 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. User shall pay the prices for the Free2move Service as per the Free2move rates based on usage. These rates are displayed to the Users prior to each rental either within Free2move website /app or in the Pricing Policy.
2. Calculation of the pricing is done by rounding up to the nearest minute to determine the final rate at the end of each trip.
3. At the time of rental and during a trip, pre-authorization(s) may be requested on the credit/debit card provided (amount given certain conditions that will be outlined at time of subscription/rental), to cover the estimated service charges and any additional charges that may be incurred. In the event of rejection of pre-authorization, User will be requested to immediately return the vehicle to the service area. In the event of non compliance, Free2Move may proceed to the immobilization of the vehicle and its recovery with the consequent charge associated for the mobilization. Kindly be informed that the deposit amount collected during trips will be used for your final invoice.
4. Any outstanding balances past 21 days old is subject to collection efforts and fees related to these efforts.
5. Free2move has launched its Low-Income Discount Opportunity plan - We will offer members who qualify a 20% discount off our current market pricing. To be eligible to participate a current enrolled member in good standings must request via email send to (enter CS email) with the heading title of Low-income discount plan, to participate with this email you must provide us an updated approval letter from the Department of Public Social Services showing you are currently receiving assistance from City or State. The date of this approval letter must be within 3 months of your request date and will be reevaluated yearly for compliance to the program terms. All applicable rules listed in these Terms and Conditions will continue to be active under the LowIncome Program.

### C. Use of Service and Vehicle Hire

#### C.1 Reserve and start trip

1. Only the Free2move vehicles shown in its website/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 website/app. The booking duration 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 Use during rental, parking and end of journey**

1. The use of the vehicle is permitted in the Service Zone and tolerated outside. Free2move reserves the right to interrupt any rental at any time, the use of which takes place mainly outside the Service Zone, at the user's expense.

2. The User is obliged to:

- A. Treat the Free2move vehicle carefully and gently, in particular to observe the provisions of the manufacturer's operation manual as well the running-in-requirements;
- B. Notify Free2move immediately of any damage resulting from violence or accident or of any gross soiling;
- C. Generally protect the vehicle against theft (windows must be closed and the central locking locked);
- D. Check the operating liquids and the tire pressure on extended trips at regular intervals and, if necessary, adjust them – in case oil has to be refilled, the type of oil must be confirmed by phone with customer service;
- E. Check the vehicles for obvious defect prior to driving;
- F. Stop immediately if a warning light flashes up in the dashboard display and contact Free2move to discuss whether the trip may be continued.

3. The User must not:

- A. Drive the vehicle under the influence of alcohol, drugs or pharmaceuticals which might impair his/her fitness to drive;
- B. Deactivate the passenger airbag, unless this is necessary to transport children or babies with a necessary seat elevation/child seat or to observe all instructions of the manufacturer relating to the installation of baby seats; if the passenger airbag has been deactivated, the User must activate the passenger airbag when terminating the Free2move service;
- C. Use the vehicle for cross-country trips, motor sports events or races of any kind;

- D. Use the vehicle for vehicle tests, driving trainings or for transportations persons on commercial terms or commercial transports (e.g. courier services, pizza delivery), except Free2move has pre-approved the specific use in writing;
- E. Use the vehicle to transport easily inflammable, poisonous or otherwise hazardous substances to the extend the significantly exceed household quantities;
- F. Use the vehicle to transport objects or substances that might impair driving safety or damage the interior of the vehicle due to their nature, size, form or weight;
- G. Use the vehicle to commit criminal offenses;
- H. Smoke, vape (including any form of cigarettes and e-cigarettes etc.) or allow others to some/vape etc. in the vehicle;
- I. Take animals into vehicle, unless they are in a closed cage that is safety placed in the trunk;
- J. Grossly soil the vehicle or leave any kind of waste in the vehicle;
- K. Carry more passengers than the number permitted by the vehicle registration;
- L. Carry our repairs or any alterations to the vehicle or have such repairs or alterations carried out on the User's own authority;
- M. Transport children or babies without a necessary seat elevation/ child seat. The User must observe all instructions of the manufacturer relating to the installation of baby seats.

4. A trip cannot in any case exceed a duration of 14 days. At the end of this period, the user must proceed to the reservation of a new trip by ending the current one, declare any possible damage and reserve a new trip. Free2move reserves the right to interrupt at any time any rental for a period greater than or equal to 14 days, at the user's expense.

5. To park and/or end the journey, the user must use the app. Only if there is a problem preventing the ability to park and/or complete the trip, the member should call customer service.

6. If a vehicle is not secured, the member will be fully responsible for any damage to the vehicle until Free2Move is able to secure the vehicle.

6. If the end of the trip is due to an accident, the User must, in addition, take all necessary measures to collect evidence and mitigate losses in coordination with Free2Move and participate in the procedures for handing over the vehicle to a company providing tow truck services, or for this company to deposit securely in coordination with Free2Move. Where appropriate, Users may request the presence of the police if the other party refuses to complete the accident report.

7. If the end of the trip is not due to an accident, the vehicle must be parked in Application specified service area.

Vehicle must be parked properly in accordance with all applicable parking regulations on public roads and in compliance with:

- A. When parking is prohibited on certain days or at certain times, the rental vehicle must not be parked in this restricted area.
- B. No vehicle should be parked on private or commercial property (such as parking lots, yards, etc.) or any other fenced or gated area, even if it is always open. This ban should also apply to parking lots of shopping malls, supermarkets, restaurants, universities, etc. and to any unpaved area.
- C. Trips cannot be made if there are parking restrictions coming within 48 hours: including street sweeping and all other restrictions based on time of day will be charged for everything tickets.

- D. Vehicles cannot be parked in a measured space with a limit of less than 2 hours.
- E. No vehicle may park in a rush hour lane at any time.

### 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 app. 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 Username. 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. Free2move will not be liable for any lost or stolen items left in our vehicles.

### **D.3 User's liability, contractual penalties, lump sum costs, exclusion from use**

1. The User shall be liable vis-à-vis Free2move for any damage incurred by Free2move that the User culpably caused. This shall include without limitation all costs incurred in connection with the rental of the vehicle, the theft of, damage to or loss of the vehicles, its keys (if the vehicle has any) and/or accessories (including parking/fuel and charging card).

In the event that the User is liable and there is no insurance cover under the vehicle insurance, the User shall indemnify Free2move from any third party claims.

2. The User is liable for the consequences of traffic offences or criminal offences committed with the Free2move vehicles, such as traffic and parking violations, tolls, towing, damage deductibles and associated treatment. The User shall pay all resulting costs and shall release Free2move fully from any claims of thirds parties. All such charges will be billed to the User's credit card on file when the event occurs and no later than at the end of a trip.

3. 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.

4. The User will be responsible for payment of a deductible for any damages that incur which result in damages in excess of the deductible amount. The member will also be responsible for any additional cost that is incurred such as towing, storage etc. In the absence of declaration of the claim by the customer within 24 hours of the occurrence of the claim, the latter will be liable for:

- Of the total value of the car on the day of its declaration of theft
- Any operating loss, loss of use or any cost incurred for the recovery of the car

5. In the event of non-return of the vehicle and in the absence of declaration of disappearance of the car to Free2move, the User will be liable:

- From the rental, from picking up the vehicle to registering the flight with the authorities. The mileage considered will be 500 miles per day in the absence of being able to collect the mileage data;
- Of the total value of the car on the day of its declaration of theft;
- Any operating loss, loss of use or any cost incurred for the recovery of the car.

6. In the event of any material culpable breach of contract, including a default in payment, Free2Move may temporarily or permanently exclude the relevant User with immediate effect from using Free2move vehicles.

#### **D.4 Termination**

Free2move shall be entitled to terminate the Free2Move Service without notice if the User:

- defaults on payments due,
- makes false statements or omits facts when registering or in the course of the contractual relationship, making it unreasonable for Free2move to continue the agreement;
- despite written warning, continues to be in serious breach or does not immediately remedy consequences already arising from such breaches;
- drove under the influence of alcohol or drugs.

In the event that the Free2Move Service have been terminated for cause pursuant to the above paragraph, Free2move may claim in particular:

- (i) immediate return of the vehicle currently used by the relevant User. Should the User fail to return the vehicle immediately, Free2move is entitled to take possession of the vehicle at the User's expense;
- (ii) penalty and liquidated damages corresponding to the processing costs;
- (iii) further damages. In term of damages, Free2move will charge the User the damage actually caused.

Free2move is entitled to terminate, at any time and for any reason, the provision of the Free2move Services (in which case these Terms and Conditions will no longer apply to that Free2move Services). If this is triggered, access to vehicles can be blocked upon receipt of the relevant notice of termination and the User is responsible for usage compensation invoice / an indemnity of usage, which will not be identified as a rental invoice as the rental contract has been terminated and will be billed to the amount of damage/loss cost due to the Users actions.

#### **D.5 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 state 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 state (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.6 Amendments to these Terms and Conditions**

Free2move reserves the right to make amendments to these Terms and Conditions, 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.7 Other provisions**

These Terms and Conditions shall be governed by the Laws of the state without giving effect to the conflict of laws thereof. These Terms and Conditions 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 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.8 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.

	<b>Definition</b>	<b>Associated costs</b>
<b>Registration Fee</b>	Cost associated with registering an account	\$0 – FREE
<b>Unsecured Vehicle</b>	Windows left down, door or rear hatch not closed, vehicle left unlocked	Up to \$500
<b>Recovery from Parking garage/Paid lot</b>	Vehicle abandoned in parking garage or paid lot	\$50+Parking garage/lot fee
<b>Excessive pet hair</b>	Pet not in carrier causing excessive hair in the vehicle	Up to \$300
<b>Excessive cleaning</b>	Excessively dirty vehicle	Up to \$300
<b>Smoking</b>	Smoke from any substance detected in vehicle	Up to \$300
<b>Towing</b>	Actual cost of tow	Actual cost of Tow+\$50 processing fee

<b>Toll &amp; Processing</b>	Fees Related to Tolls	Toll cost plus 15% each occurrence
<b>Unauthorized vehicle parking</b>	Illegal or otherwise unauthorized parking that requires relocation	\$50+Ticket fee (If there is one) and vehicle is not towed.
<b>Loss of revenue</b>	Vehicle out of service due to customer negligence	Actual cost each occurrence
<b>Damage to vehicle insurance deductible</b>	Customer responsibility in the event of an accident.	Up to \$5,000
<b>Processing for Tickets/Violations</b>	At fault ticket cost plus processing fee	\$25 + ticket cost
<b>Reprocessing Declined Payment</b>	Fee associated with declined credit/debit card + actual balance owed	\$25 processing fee
<b>Drained Battery</b>	Leaving vehicle headlights on, interior lights on, etc.	\$50 each occurrence
<b>Excessive Mileage</b>	Over 500 miles/per trip	\$0.45 per mile overage
<b>Abandoned vehicle outside home area</b>	Fee associated with vehicle outside home area	\$50 + \$0.45 per mile
<b>Tire Damage</b>	Fee associated to tire damage	Up to \$500
<b>Vehicle out of fuel</b>	Fee associated with vehicle no fuel and needs to be towed.	Actual cost of Tow+\$50 processing fee
<b>Refueling</b>	<p>User can add up to \$25. User must save the receipt, and send it to:</p> <p>support-dc@Free2move.com</p> <p>Free2move Carsharing will provide a credit of 125% of the amount on the receipt towards a future trip. Any fuel beyond the additional \$25 has to be paid by the user</p>	Credit - 125% of up to 25\$ (max credit amount 31.25\$)
<b>Lost item in vehicle</b>	Vehicle to be blocked for X amount of hrs for a fee	\$ 10 per hour.

Valid from 27 December 2022