

# CAR SHARING AND MOBILITY SERVICES FRANCE

## CAR RENTAL SERVICE TERMS AND CONDITIONS

Version July 11th, 2022

In compliance with article L 221-5 and subsequent from Consumer Code, we hereby inform all users of the car rental services that the provider of the services is CAR SHARING AND MOBILITY SERVICES FRANCE SAS, having its registered office in 22, rue Yves Kermen à Boulogne-Billancourt, France, and registered at Nanterre RCS Commercial Registry under number 882 239 296, e-mail address: [bonjour@zity.eco](mailto:bonjour@zity.eco) and phone number: (+33) 09 88 29 06 60 (the “**CAR LESSOR**”).

While the Car Lessor Terms and Conditions are provided in both English and French, at User’s choice, in case of discrepancy the French version shall prevail.

Through the FREE NOW Application, the CAR LESSOR offers the Free Now registered users access to a rental service by minutes, hours or days for carsharing Vehicles within the service area defined by CAR LESSOR, subject to availability of the Vehicles and also may offer other services ancillary or connected to the car rental in order to enhance the user’s experience in the field of mobility (the “**Car Rental Service**”). The area at any given time where the CAR LESSOR provides the Car Rental Services can be consulted in the FREE NOW Application.

In order to contract the Car Rental Service of the Car Lessor through FREE NOW Application user shall have both accepted FREE NOW terms and conditions, and the present Car Lessor Terms and Conditions. The FREE NOW Application is governed by the terms and conditions of said application. The present terms refer exclusively to the Car Rental Service.

By using the Car Rental Services, the User undertakes to comply with and be bound by these terms and conditions (the “**Car Lessor Terms and Conditions**”) and the pricing policies of Car Lessor applicable at the time of each rental.

### 1. DEFINITIONS

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**1.1. “Access Tool”** means the tool used by the User to gain access to the rented Vehicle by using the FREE NOW Application installed on the User’s compatible mobile device, which will give access to and start the rented Vehicle, and allow the User to end the ride and lock the Vehicle.

**1.2. “Car Lessor Service Area”** is the Service Area or Service Areas that corresponds to the CAR LESSOR for its Car Rental Service. Car Lessor has more than one Service Area in France, each of which corresponding to a big city and its surroundings. Some of the Car Lessor Services Areas might not be available through the Free Now Application.

**1.3. “Car Lessor Terms and Conditions”** means the present terms and conditions, as amended from time to time, which constitute the specific Car Rental Terms and Conditions set forth by the CAR LESSOR.

**1.4. “Car Rental Service”** means the Vehicle reservation and rental service without a driver by minutes, hours or days, for Users, subject to availability of the Vehicles in accordance with Car Lessor Terms and Conditions.

**1.5. “Car Rental Support Service”** means the support service to Users provided over the phone or via remote tools by the CAR LESSOR in connection with the Car Rental Services. In certain circumstances, such as break down, accident, or depletion of the battery; the CAR LESSOR may at its discretion offer face-to-face support service to Users.

**1.6. “FREE NOW Application”** is the smartphone or similar smart mobile device application operated under the brand FREE NOW.

**1.7. “Prohibited Zones”** are areas within one or more municipalities, which irrespective of regulations on parking, it is expressly prohibited to park the Vehicle. The Prohibited Zones are marked in map or similar Service Area indication provided in the FREE NOW Application. The prohibition to park in these areas is cumulative to any other prohibitions, restrictions or obligations set forth in the Car Lessor Terms and Conditions.

**1.8. “Pricing Policy”** means the CAR LESSOR’s pricing and rate policy for use of the service and which will be applicable from time to time for the Car Rental Services. In particular, the Pricing Policy in force from time to time shall be deemed accepted on confirming a Vehicle reservation. User is informed that Pricing Policy may be different depending on the Service Area, that means that if due to the Car Rental Services being provided in two different metropolis there is more than one Service Area, each Service Area may have different pricing, penalties and surcharges. In any case, the User may at any time consult the Pricing Policy in force from time to time for each Service Area by clicking on the following link Pricing Policy.

**1.9. “Privacy Policy”** means the privacy policy of the CAR LESSOR applicable to Users in connection to any data collected as provider of the Car Rental Services, or when entering into, performing and/or managing any incidence in connection with the Car Rental Services, as it may change from time to time. A copy of the Privacy Policy in force at a given moment may be consulted by clicking [here](#).

**1.10. “Service Area”** is the area within one or more municipalities in the limits of which the Car Rental Services may start and end. The Service Areas in the municipalities where the relevant Car Lessor operates may be viewed, with their current characteristics, on the FREE NOW Application. Within the Service Area the User may only end the rental if the Vehicle is parked in accordance with the Car Lessor Terms and Conditions. Provided Car Rental Services are offered in more than one metropol, each metropol shall be deemed have its own standalone and separate Service Area. CAR LESSOR may change the Service Areas from time to time.

**1.11. “User”** is any individual who uses the FREE NOW Application in order to access to the Car Rental Service, in accordance with these terms and conditions.

**1.12. “Vehicles”** means the fleet of ground vehicles that the CAR LESSOR, has from time to time and are available to be rented by Users.

## **2. PURPOSE**

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**2.1.** The purpose of these Terms and Conditions is to provide the rules governing the use of the Car Rental Service. However, the contractual relationship created by acceptance of the present CAR

LESSOR Term and Conditions does not oblige the User nor the CAR LESSOR to lease or accept the start of the lease of a Vehicle.

**2.2.** Use or reservation of the Car Rental Services from the CAR LESSOR implies full acceptance of each and every one of the rules and policies published by the CAR LESSOR, including:

- i. the Car Lessor Terms and Conditions;
- ii. the specific price per time unit and other conditions notified to User prior to the start of the rental of the reservation or rental of given Vehicle at a given time;
- iii. the Pricing Policy.

In particular, the Car Lessor Terms and Conditions govern the Car Rental Service including the access to, use and termination of use of the Vehicles.

**2.3.** THE CAR LESSOR EXPRESSLY RESERVES THE RIGHT TO ADD AMENDMENTS TO THE CAR LESSOR TERMS AND CONDITIONS AND THE PRICING POLICY AS IT DEEMS FIT. CAR LESSOR RECOMMENDS USER TO REVIEW THE THEN APPLICABLE CAR LESSOR TERM AND CONDITIONS AND PRICING POLICY BEFORE EACH TIME HE/SHE MAKES A RESERVATION OR RENTAL OF A VEHICLE THROUGH THE FREE NOW APP

### 3. USER REGISTRATION

User registration, including but not limited to validation of driving license and payment method, shall be governed by the terms and conditions of FREE NOW Application, which may request User to provide additional data or documents in order to grant access to Car Rental Services in the Free Now Application.

### 4. VEHICLE RENTAL PROCESS

**4.1.** To be able to rent and use a Vehicle under Car Rental Service, the User must:

- i. have first registered as User in the FREE NOW Application;
- ii. have furnished to any document requested by the FREE NOW Application for access to the Car Rental Services, which might include but are not limited to the User's identity document and driving license, and to keep those documentation updated;
- iii. keep the FREE NOW Application installed on his or her compatible mobile;
- iv. request rental of a Vehicle on the FREE NOW Application, including accepting the present Car Lessor Terms and Conditions,
- v. carry the valid and in force driving license on his or her person throughout the valid term of the Vehicle rental, and
- vi. have a valid and activated Access Tool.

**4.2.** Only Vehicles identified as available when the User intends to rent them may be rented.

**4.3.** A Vehicle may be reserved by User for the maximum amount of time allowed by the FREE NOW Application and for the price in accordance with the Pricing Policy in force at that time. The CAR LESSOR may refuse a reservation if the selected Vehicle is not available to meet the reservation

request. A Vehicle reservation will be considered confirmed when notified to the User in the FREE NOW Application.

## 5. ACCESS AND USE OF THE VEHICLES IN CAR RENTAL

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**5.1.** To use the rented Vehicle Under the Car Rental Service, the User undertakes and agrees to:

i. Before starting to drive, examine the condition of the Vehicle to check for defects, visible damage or a serious state of uncleanliness, and inform the CAR LESSOR of such circumstances through the Car Rental Support Service. In the event of severe damage or uncleanliness, the User shall contact the CAR LESSOR by the established means of communication to notify of the nature and severity of the defect, damage and/or uncleanliness. The User shall provide the relevant information in a true and complete manner. The CAR LESSOR may prohibit use of the Vehicle if there might be a risk to driving safety.

ii. Check that the Vehicle has no evident defect or damages that may create or result in a risk to the driver, passengers, the Vehicle or third-party from the use of the Vehicle in that condition, as well as check that the vehicle's battery life is enough to complete the trip plus 10kms;

**5.2.** Use of a Vehicle shall be considered to have commenced after the User requests access to it on the Access Tool and the Vehicle's on-board computer identifies the User and opens the Vehicle's centralized locking system.

**5.3.** The usage time of the rented Vehicle shall start at the moment when the Vehicle is unblocked by using the Access Tool and shall end when the User returns the Vehicle as required in accordance with these Car Lessor Terms and Conditions. The amounts and rates stipulated in the Pricing Policy applicable to the given Vehicle rental will apply at all times.

## 6. END OF THE RENTAL OF A VEHICLE

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**6.1.** At the end of a rental of a Vehicle, the User shall:

i. park the Vehicle as required within the same Car Lessor Service Area where the rental of the vehicle was started, and park the Vehicle correctly in compliance with the French Driving Code (*Code de la Route*) and any other applicable regulation, whether local or not, on circulation, driving, park or in general use of the Vehicles. Any breach of traffic rules and regulations or of the prohibitions imposed by the owner of the parking area concerned shall be at the cost of the User. For the foregoing purposes, the User shall not park the Vehicle in parking facilities (such as garages, yards, among others) where use or access to the premises and Vehicle may result to price, timing or other similar restrictions or burdens for the CAR LESSOR or another User who subsequently may want to use the Vehicle or where the Vehicle is not accessible for anyone at any time. This prohibition shall also apply to parking areas reserved for Mobilib / Belib services, parking by customers of shopping malls, supermarkets, restaurants, among others. Nor may the Vehicle be parked in areas with parking restrictions on certain days or at certain times (loading and unloading areas, areas reserved for parking authorized vehicles, etc.) or areas in which restricted times or temporary restrictions for parking have been imposed, by reason of an event, for example. If the User finishes the rental in a pay per use parking, he will have to pay the cost of the parking until the removal of the vehicle from it, with the exception of the parking lots for which the Pricing Policy provides a specific charge or cost. For these parking lots specified in the Pricing Policy, User must comply with the rules

of use of those specific parking lots service, and User must pay the corresponding amount as set in at that time in the current Pricing Policy.

ii. return the Vehicle with a minimum amount of autonomy, as indicated on the Vehicle screen, of 10 kilometers.

iii. ensure that the engine is off, hand break is on, that all doors and windows have been closed properly, and all lights have been switched off;

iv. ensure that none of the User's personal belongings have been left in the Vehicle and that it is clean and in a good condition; and

v. ensure the vehicle is not parked in a Prohibited Zone.

**6.2.** User is informed that end of the rental of a Vehicle will require the User's smartphone or similar device to have signal and data connection. Hence User will not be able to terminate a vehicle rental in areas without phone and data signal and, in that event shall reposition the Vehicle before terminating the rental.

**6.3.** Once the Vehicle has been parked, the User and every passenger must leave the Vehicle, check that no personal belongings have been left inside, and then end the rental process using the Access Tool. Once the Vehicle confirms end of the rental by blocking the central locking system, the rental will have ended effectively. If the User leaves the Vehicle before the rental process has ended, the rental will remain in force at the User's cost. Should the User meet problems to end the rental as provided herein it should act accordingly to the paragraph below.

**6.4.** If the rental cannot be ended for any reason, the User shall notify this to the CAR LESSOR without delay and stay by the Vehicle until the CAR LESSOR has taken a decision over how to proceed. Any additional rental expenses will be borne by the User, except if the cause of not being able to end the rental is not attributable to the User. Otherwise CAR LESSOR shall refund to the User any such additional rental expenses or price, without any right of the User to any further compensation.

**6.5.** CAR LESSOR may, but is not obliged to, terminate a Vehicle rental without the consent of the User, provided the Vehicle has been parked for a prolonged time within the Service Area and, acting reasonably and in good faith, CAR LESSOR has motives to believe the User has forgotten to finalize the rental through the FREE NOW Application.

## **7. PAYMENT, PRICES AND PENALTIES**

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**7.1.** The User shall pay the prices associated with the applicable rate to the rental of the Vehicle as well as any other charges, surcharges, penalties or costs, in accordance with the Pricing Policy. The applicable rate of use per time unit shall be shown to the User on the Application before the Vehicle reservation process has been completed (not including cost, charges, surcharges or penalties related to incidents suffered or places where the User decides to drive or park the Vehicle which the CAR LESSOR is unable to foresee at the start of the car rental and which will be applied in accordance to the Pricing Policy). The prices are final prices per time unit inclusive of the statutory VAT charge. Upon prolonged use the User might benefit from specific hourly or daily tariff as provided in the applicable Pricing Policy.

**7.2.** The rates applicable to the Car Rental Service will be charged to the User, through the FREE NOW Application once the Vehicle rental has ended. Payment procedure shall be governed by the FREE NOW Application terms and conditions

**7.3.** For the avoidance of doubt, for any Car Rental Service reserved through the FREE NOW Application, User may not benefit from any balance held or promotional actions acknowledge or issued for a platform different than FREE NOW Platform, including but not limited to the so called “Zity App” or the website “www.zity.eco”.

## **8. INCIDENT HANDLING IN USE OF THE CAR RENTAL SERVICE**

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**8.1.** The User shall inform the CAR LESSOR of any accident, damage and defects arising during use of the Vehicle without undue delay. Furthermore, provided that any accident involving the Vehicle rented by the User results or may reasonably have resulted in personal damage or risk to traffic, User shall ensure such accident is notified and recorded by the police. If the police refuse to record the details of an accident, the User shall inform the CAR LESSOR of this fact without undue delay and furnish the relevant items of evidence, if any. In any such circumstance, the User shall consult the CAR LESSOR about how to proceed and follow the instructions that will be given by the CAR LESSOR’s Car Rental Support Service. This shall apply regardless of whether the accident was caused by the User or by a third party. The User shall only leave the scene of the accident after:

- i. the details of the accident have been recorded in the usual accident report (*constat*) or, if applicable pursuant to the paragraph above, by the police or, where this is not possible or not applicable, after the Car Rental Support Service has been informed in this respect in accordance with this clause;
- ii. measures have been taken to preserve items of evidence and reduce the damage in coordination with the CAR LESSOR; and
- iii. the Vehicle has been delivered to a tow services company, has been left safely in coordination with the CAR LESSOR, or has been removed from the public way by the User.

**8.2.** Regardless of whether an accident was caused by the User or by a third party, the User shall contact the Car Rental Support Service within a maximum term of forty-eight (48) hours to inform of the accident and provide without undue delay any related information, verbally or in written, as may be reasonably requested by the Car Rental Support Service. If the User fails to contact the CAR LESSOR within this period, the insurance company will not be able to settle the claim. In such a case, whenever the CAR LESSOR is required to repair or cover the cost of the relevant damage related to any incident involving the User, the CAR LESSOR shall charge to the User the cost of repairing the damage caused without any amount limit.

**8.3.** When the CAR LESSOR so requests, the User shall specify the exact location of the Vehicle at any time and allow its inspection by the CAR LESSOR.

**8.4.** The CAR LESSOR is entitled to receive any indemnification that is paid in relation to the damage caused to the Vehicle. If the User has received that amount it shall transfer it to the CAR LESSOR without need of prior request from CAR LESSOR.

## **9. INVOICING**

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Ticket for the service shall be delivered to the User pursuant to the policies and practices of the FREE NOW Application.

Should the User require a full invoice, User shall request it through the FREE NOW Platform.

## 10. GENERAL OBLIGATIONS AND PROHIBITIONS FOR THE USER

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### 10.1. The User shall:

- i. On long journeys check the liquids needed to run the engine and check the tire pressure periodically, and, if necessary, make the necessary adjustments; in order to ensure that the Vehicle is only used when it is in a condition that ensures operating and road safety;
- ii. treat the Vehicle with care and diligence, especially by complying with the manufacturer's operating manual, and the running requirements and maximum revolutions per minute and speed;
- iii. comply with all the statutory requirements in relation to operation and use of the Vehicle, in particular the French Driving Code (*Code de la Route*); and any other applicable regulation, whether local or not, on circulation, driving, parking, safety or in general use of the Vehicles;
- iv. stop immediately if an alert lights up on the dashboard and contact the CAR LESSOR to evaluate whether the vehicle may continue to be used;
- v. notify the CAR LESSOR without undue delay of any damage caused by violent acts or accidents occurred during the rental; and in addition, the User shall inform the CAR LESSOR if the Vehicle is in an unhygienic condition;
- vi. employ the required care when ending use of the Vehicle to avoid theft, by ensuring always that the windows are closed, and the central locking system is blocked;
- vii. keep updated the personal data that has been entered in the registration process.
- viii. if the CAR LESSOR so requests for safety reasons or due to a User's breach of these Car Lessor Terms and Conditions, the User undertakes to end use of a Vehicle and shall return the Vehicle to the CAR LESSOR without undue delay (unless the CAR LESSOR instructs otherwise).
- ix. report any security incident or suspicion of security incident that may allow a third party to impersonate him/her in order to have access to the Vehicle or use the Car Rental Service.
- x. provided there are pandemic or similar public health emergencies imposing mobility restrictions or preventive measures, comply with any regulations and/or recommendations, even if the latter were supposed to be merely indicative, set by public authorities to protect health and safety that may apply to the use of the Vehicle.

### 10.2. The User shall not:

- i. drive the Vehicle under the influence of alcohol, drugs or medicines that reduce the capacity to drive;
- ii. smoke (including vape) or allow others to smoke (or vape) or consume illegal substances in the Vehicle;
- iii. leave the Vehicle in an unhygienic condition;
- iv. recharge the Vehicle;
- v. allow a third party to drive the Vehicles or disclose his/her access data to a third party, including any third parties who are also Users of the Car Rental Service;



- vi. carry children or babies without having the seat at the correct height or a child seat. The User shall comply with all the manufacturer's instructions on fitting baby seats;
- vii. disable a passenger airbag, except as necessary to carry children or babies with the required seat height or special seat or seats for children or to comply with the manufacturer's instructions regarding fitting baby seats, in which case the User shall be responsible for enabling it before the end of the rental;
- viii. park the Vehicle in a Prohibited Zone;
- ix. disable or otherwise alter the Vehicle's geolocation, monitoring and control tools;
- x. make any type of esthetic or technical change to the Vehicle (including hiding the CAR LESSOR logos or brands);
- xi. use the Vehicle for driving cross country, participating in motor sports events or races of any type, carrying out vehicle tests, instructing drivers, carrying on business activities related to passenger or commercial transport, or to the carriage of illegal or prohibited substances or objects, or committing criminal offenses;
- xii. transport easily inflammable, poisonous or hazardous substances in amounts considerably higher than those allowed for domestic use, or that may reduce driving safety or damage the inside of the Vehicle due to their nature, size, form or weight;
- xiii. carry animals in the Vehicle, unless they are carried in in accordance with current regulations and leaving the vehicle clean after use;
- xiv. carry out repairs or alterations on the Vehicle or order such repairs or alterations without the CAR LESSOR's authorization, or
- xiv. travel with the Vehicle outside the country in which the Car Rental Service of the CAR LESSOR is available.

## 11. USER'S LIMITATION OF LIABILITY FOR DAMAGES TO THE VEHICLE AND INSURANCE

**11.1.** The Vehicle is covered by liability insurance. As long as the insurance policy applies, the User's liability for damage to or loss of the Vehicle is limited by the all-risk policy with partial cover. User will still be liable for damages suffered by the Vehicle, up to the capped amount set in the Pricing Policy except where such capped amount does not apply pursuant to the sections 8.3 above or 11.2 below.

**11.2.** The User's limitation on liability under Section 11.1 shall not apply if

- (i) the User causes damage due to gross negligence or done intentionally;
- (ii) the User is in breach the Car Lessor Term and Conditions (including but not limited to Vehicle not being used in accordance with these Car Lessor Terms and Conditions and the damage being notified without unjustified delay),

**11.3.** In the event of an accident attributable to the User, in addition to direct damages the User's liability towards the CAR LESSOR shall also include incidental damages, including but not limited to in respect of experts' fees, tow service cost, loss of rental cost, increase in the insurance premium or policyholder category up to the capped liability; and, with no limit, if the liability capped amount does not apply due to User's actions or omissions in contravention of these Car Rental Term and Conditions of the Car Lessor.



**11.4.** CAR LESSOR may (but is not obliged to) offer the User the possibility to reduce the user capped liability amount for a surcharge over the rental price for a given Vehicle rental. The amount of the surcharge and of the capped liability as a result of the reduction will be shown in the Pricing Policy and may vary from time to time. The reduction of the capped liability amount cannot be contracted after the rental of the Vehicle has already started , shall only apply to that given Vehicle rental and the relevant surcharge will accrue, regardless of whether a claim or liability event occurs during the rental. Even if reduced capped liability amount has been contracted, User's liability shall not be altered for those cases where the liability cap does not limit User's liability or under which the User incurred in obligation to pay other fees, surcharges, penalties or supplements.

**11.5.** Only the authorized User who has rented the Vehicle may benefit from the insurance cover. The insurance cover will not apply to damage that is caused deliberately.

**11.6.** Except as stipulated otherwise hereafter, the CAR LESSOR's liability insurance is subject to the policy and the general terms and conditions related to mandatory vehicle insurance as provided in the applicable insurance law.

**11.7.** If User's failure to comply with Car Lessor Terms and Conditions, the terms of the insurance policy or applicable insurance law results in the insurer being able to claim liability against CAR LESSOR, the latter shall be entitled to repeat such claim against the User.

## **12. CAR LESSOR'S LIABILITY**

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**12.1.** Without limitation to any rights that might be available to the User in his condition as consumer and without restricting any mandatory provisions of law, the CAR LESSOR's liability:

- i. will arise in accordance with the law in the event of damage caused intentionally or with serious negligence by either the CAR LESSOR or its agents or representatives.
- ii. for non-gross negligence shall be limited to the foreseeable amount of damages for car rental services of this type.

User acknowledges that at the time each Vehicle rental is started entered the CAR LESSOR has no means to be aware of the possible destination or specific intended use for which the User has rented the Vehicle.

**12.2.** The CAR LESSOR does not accept liability for any misuse of the Car Rental Services or the Vehicle that may be made by the User or that might be made by a third Party as a result of any failure, whether action or omission, of the User to duly protect his/her Access Tool or User's profile.

**12.3.** Having regard to the state of the technology tools, the provision of the Car Rental Service may be subject to restrictions or inaccuracies which are beyond the CAR LESSOR's control. The foregoing applies specifically to the availability of mobile data services provided by mobile network operators, the mobile network, positioning services on the global navigation satellite system and internet access. All of these are limited to the area served by the mobile services provider. The lack of availability of the mobile network may, in particular cases, cause the Car Rental Service not to be available due to a failure in the necessary transmission of data. Additionally, the service may be affected by atmospheric interference, caused by topographic conditions or obstacles (such as, bridges, tunnels or buildings, for example). The same occurs with positioning services using the global navigation satellite system. Furthermore, there may be other restrictions on internet use (such as an overloaded network, for example). Moreover, temporary capacity deficiencies may occur caused by peak loads on services, on

mobile or landline networks or on the internet. Disturbances may also arise as a result of force majeure events such as strikes, lockouts and orders by public agencies, or also of technical or other types of measures (such as repairs, maintenance, software updates, enhancements, for example) performed on equipment of the CAR LESSOR, of the FREE NOW Application provider, of the utilities companies, of the service and content providers, and of the network operators, which prove necessary to provide adequate and enhanced services. To the extent permitted by laws the CAR LESSOR does not accept liability for any of the aforementioned events.

**12.4.** Use of the Car Rental Service through the FREE NOW Application may also be subject to limitations and inaccuracies due to the lack of availability of, or to interferences or disturbances on, the FREE NOW Application, or the compatible device (by reason of force majeure events, for example, or of technical or other types of measures such as maintenance, software updates, or enhancements to the FREE NOW Application). To the extent permitted by laws the CAR LESSOR does not accept liability for any of the aforementioned events.

**12.5.** The CAR LESSOR is not responsible for the User not having a compatible device or having downloaded a version of the FREE NOW Application that is not compatible with it, nor for malfunction of the FREE NOW Application.

### 13. USER'S LIABILITY

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**13.1.** Without limitation to any rights available to the User in his condition as consumer, the User shall be liable with respect to the CAR LESSOR for the damage, losses or costs created to the CAR LESSOR and which were caused by the User intentionally or with negligence. This shall include, without limitation, offenses included in clause 10, robbery or theft, damage to or loss of the Vehicle or its accessories (including, if applicable, the Vehicle's monitoring system, seats, SD card, user's manual, spare wheel, logos, stickers, etc.), or damage to third parties caused by failure to abide to these Car Lessor Terms and Conditions, breach of mandatory legal provisions or breach of the insurance law applicable provisions or of general terms and conditions of motor vehicle insurance by the User or any third party for which the User is liable. If the User is liable and the Vehicle's insurance cover does not apply, the User shall indemnify without delay the CAR LESSOR against third party claims.

**13.2.** Liability pursuant to section 13.1 above shall not be limited in amount, except as provided in Section 11.1 of the present document.

**13.3.** The User shall be liable for the consequences of any administrative infringements or offenses the User commits with the Vehicle. In such cases the User shall pay all the fees and costs and relieve the CAR LESSOR from any third-party claim. For the handling of any administrative infringements (bonds, fees, fines, etc.), the User shall pay handling fees to the CAR LESSOR for each instance. The amount of those handling fees shall be based on the applicable rates stated in the Pricing Policy.

**13.4.** If the User causes an accident outside the Car Lessor Service Area, the User shall be responsible for the costs deriving from returning the Vehicle to the Car Lessor Service Area.

**13.5.** Should User incur in a non-permitted or prohibited use of the Vehicle or the Car Rental Services (including but not limited to allowing a person who is not an authorized driver to use the Vehicle or if the User parks an electric Vehicle with a level of autonomy below the 10-kilometer level as shown on the Vehicle's autonomy gauge in kilometers) CAR LESSOR, after having verified the existence of the relevant conditions, will debit to the User's payment details provided in the App a penalty in accordance with the applicable Pricing Policy. CAR LESSOR will inform the USER on the reason and the

amount of penalty or surcharge applied, without prejudice to the right of the User to address to the CAR LESSOR any complaints in this respect within 15 (fifteen) days from the receipt of the above mentioned information . All the above, without prejudice to the CAR LESSOR being able to claim from the User any other damage and loss caused as a result or in connection with any such third-party driver or any other damage incurred for such failure of the User to abide to the Car Lessor Terms and Conditions.

**13.6.** Provided any penalty is imposed as a lump sum, and provided further that User evidences that the actual cost incurred by the CAR LESSOR is significantly lower than the lump sum, User shall be entitled not to be collected or to be reimbursed any such difference (between the penalty and the actual cost incurred by the CAR LESSOR) that has been evidenced.

**13.7.** User understands and agrees that the CAR LESSOR is entitled to choose the workshop to undertake any repair for damages to the Vehicle for which the User is liable.

**13.8.** The User shall be liable for any damage and losses resulting from User having shared or not duly protected his User profile or Access Tool or the permitted use of any of the aforementioned by third parties specially if that loss or consented use enabled the occurrence of damage to, or theft or misuse of, the Vehicle.

#### **14. DURATION, EARLY TERMINATION OF THESE TERMS AND CONDITIONS AND EVENTS PREVENTING FURTHER RENTALS**

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**14.1.** Each given Vehicle rental or reservation of a Vehicle followed by rental of such Vehicle, shall be a standalone agreement between User and CAR LESSOR with its own duration that will be governed by the present Car Lessor Terms and Conditions.

**14.2.** These Car Lessor Terms and Conditions are entered and apply immediately prior to the reservation and/or start of a Vehicle rental, as applicable, and will continue to govern such reservation and/or rental agreement until the earlier of

- i. reservation is cancelled without starting the Vehicle rental or
- ii. the Vehicle rental has been terminated in accordance with the present Car Lessor Terms and Condition.

Thus aforementioned milestone (i) or (ii) will be the termination moment of the reservation or rental agreement between User and CAR LESSOR.

**14.2.** The termination moment provided above does not prevent that clauses 7 "*Payment, Prices and Penalties*", 9 "*Invoicing*", 11 "*User Limitation of liability for Damages to the Vehicle and Insurance*", 12 "*Car Lessor's Liability*", 13 "*User's Liability*", 15 "*Intellectual Property*", 18 "*Assignment of Collection Rights*", 20 "*Notices*", 21 "*Mediation*" and 22 "*Applicable Law and Jurisdiction*" continue applying for any obligations, rights, liabilities or notices regarding, resulting from, in connection with or related to the Car Rental Services provided while the agreement was in force or circumstances occurred prior to termination pursuant to Clause 14.2 above. Clause 14.4 will continue to apply after termination.

**14.4.** The CAR LESSOR may reject to enter into any further rentals with a User as provided in applicable Law and in addition expressly, if the User:

- i. fails to renew its registration, including but not limited to provide a new or extended driving license when applicable;

- ii. usurps someone else identity; makes misrepresentations or omits relevant facts when he/she registered in the FREE NOW App or during a previous contractual relationship with the CAR LESSOR;
- iii. in previous Vehicle rentals has used the Vehicle in such way it may imply personal damages and injuries to the User or to third parties or damage the Vehicle itself or the CAR LESSOR and/or ZITY trademark or derivatives of ZITY trademark;
- iv. in previous Vehicle rentals has used the Vehicle for illegal purposes, offences or crimes or in breach of applicable law even if those uses have not resulted a direct damage to the CAR LESSOR;
- v. in previous Vehicle rentals has driven in a form that blatantly contravenes what is usually considered diligent and safe driving, including but not limited to drive the Vehicle carelessly, recklessly or in aggressive way, undertaking unjustified risk or causing unjustified risk to other vehicles and/or pedestrians, or did daredevil maneuvers or acrobatics;
- vi. upon request from judicial, law enforcement, emergency services or similar public authorities;
- vii. for previous Car Rental Services has breach any substantive provision of the Car Lessor Terms and Conditions;
- viii. in previous Vehicle rentals has breached any substantive provisions of the French Driving Code (*Code de la Route*) and/or any other applicable regulation, whether local or not, on circulation, driving, road safety, parking or in general use of the Vehicles;
- ix. in previous Vehicle rentals has provided, intentionally or by negligence, his Access Tool to another legal or natural persons so that any they may have used the Vehicle;
- x. in the past has copied or altered the Access Tool;
- xi. in previous Vehicle rentals has allows the Vehicle to be driven by a third party;
- xii. has defaulted payments due to CAR LESSOR in aggregate equal or above Euro one hundred (€100);
- xiii. is reasonably suspected to have committed and act or omissions that as far as the CAR LESSOR is aware that corresponds to the items (i) to (xii) above, both included.

**14.4.** Additionally, in any if any the events (ii) to (xi) occur for an ongoing Vehicle rental, CAR LESSOR might early terminate such Vehicle Rental provided it shall inform the User. In the event of early termination pursuant to this Section 14.4. the CAR LESSOR reserves the right to claim from the User, among other things:

- i. the immediate return of any CAR LESSOR'S Vehicle that the User may be using at that time. If the User does not return the Vehicle immediately, the CAR LESSOR, is entitled to take possession of it, and the User shall assume all the costs that this generates;
- ii. the amounts of rental that accrue until the Vehicle concerned is returned, and/or
- iii. any damage and losses that have been caused to the CAR LESSOR or to any third party.

## 15. INTELLECTUAL PROPERTY

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**15.1.** Use by the User of the Car Rental Services does not confer on the User any right in the CAR LESSOR's industrial property or copyright or that of any third party, and the User agrees to observe each and every one of the industrial property rights and copyrights, including marks, logos, domain names or any other industrial property right or copyright that is owned by the CAR LESSOR or by third parties.

**15.2.** It is expressly forbidden for the User to perform any act of reproduction, distribution, public communication or other forms of making available, or transformation, and generally, any other form of exploitation of any contents or materials which the User may be able to access on the Car Rental Service, totally or partially, except with the express written authorization of the owner of those elements.

## 16. PRIVACY POLICY

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The Privacy Policy are determined in [Privacy Policy](#) document.

## 17. USER SUPPORT SERVICE / CLAIMS

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In the event of any doubt regarding these Car Lessor Terms and Conditions or the Car Rental Service offered by the CAR LESSOR or for any claim, the User may contact the CAR LESSOR through the CAR LESSOR's Car Rental Support Service, by sending an email to [reclamationparis@zity.eco](mailto:reclamationparis@zity.eco) or calling 09 88 29 06 60 within the User support hours (24 hours a day, 365 days a year).

## 18. ASSIGNMENT OF COLLECTION RIGHTS

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**18.1.** The CAR LESSOR reserves the right to assign to third parties the collection rights arising from use of the Car Rental Service by the Users or any damages or indemnifications to be paid by the User to the CAR LESSOR, in particular but not limited to, Transopco France SAS as operator the FREE NOW Application. In such cases, the User may only make payments intended to satisfy the debt to the assignee, and in all cases the CAR LESSOR shall be responsible for the User's general petitions and claims in relation to the Car Rental Service. For that purpose, the CAR LESSOR shall furnish any of the User's personal data which prove necessary for the assignment of the collection rights to the assignee, who may not use such data for any other purpose.

**18.2.** The User authorizes the CAR LESSOR or, as applicable, the assignee (as provided in the case of an assignment of collection rights as described in subclause 18.1 above) to collect any amounts that the User must pay in relation to these Car Lessor Terms and Conditions, for or in connection with THE Car Rental Services , using the payment method provided in the FREE NOW App.

## 19. WITHDRAWAL RIGHT

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User is expressly informed that reservation or rental of Vehicle for a given period (which is the case of the Car Rental Services) may not be withdrawn once the reservation has been made or the Vehicle Rental has started. Thus User will have no withdrawal right.

## 20. NOTICES

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The CAR LESSOR may address notifications to USER through the FREE NOW Application, a text message to the phone mobile number provided by the User when registering in the FREE NOW Application and/or the e-mail address provided by the User when registering in the FREE NOW Application.

## 21. MEDIATION

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Provided a User cumulatively:

- i. is also a consumer under applicable law;
- ii. has raised a dispute against CAR LESSOR regarding or in connection with the Car Rental Services; and
- iii. has unsuccessfully attempted to resolve the dispute directly with the CAR LESSOR in writing.

Then the User has the right, but not the obligation, to submit to free of charge, any such dispute between the User and the CAR LESSOR to mediation with: Médiateur du Conseil National des Professions de l'Automobile (CNPA) 50, rue Rouget de Lisle, 92158 Suresnes Cedex ( [www.mediateur-cnpa.fr](http://www.mediateur-cnpa.fr) ), email address: mediateur@mediateur-cnpa.fr. In addition, in accordance with Article 14 of Regulation (EU) No. 524/2013, the European Commission has set up an Online Dispute Resolution platform, facilitating the independent out-of-court settlement of online disputes between consumers and professionals in the European Union. This platform is accessible at the following link: <https://webgate.ec.europa.eu/odr/>.

## **22. APPLICABLE LAW AND JURISDICTION**

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**22.1.** These Terms and Conditions shall be governed in each and every one of their elements by French law.

**22.2.** Any disputes arising over the Car Rental Service or regarding these Car Rental Terms and Conditions of the Car Lessor shall be under the exclusive jurisdiction of the Courts of Paris (France). The previous notwithstanding that any User who qualifies as a consumer under applicable law, may bring any action at the User's sole discretion in front of the Courts of

- (i) the place of his/her residence or domicile provided that such Court it is located in a European Union Member State and that the CAR LESSOR performs its activity in that EU Member State or targets its activity at that EU Member State or,
- (ii) of the city of domicile of the CAR LESSOR.