

# CAR SHARING AND MOBILITY SERVICES FRANCE

## CARSHARING SERVICE TERMS AND CONDITIONS

In force since 24 November 2023

In compliance with article L 221-5 and subsequent from Consumer Code, we hereby inform all users of the Car Lessor Rental Services that the provider of the services is CAR SHARING AND MOBILITY SERVICES FRANCE SAS, having its office in 15 Rue d'Uzès 75002-Paris, 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) 159200480 (the "Car Lessor").

Onwards in this document terms initialized in capital letters which are not the start of sentence nor a proper name, will have the meaning ascribed to them in section 1 below.

Car Lessor offers to the Users of the Application a rental service by minutes, hours or days for carsharing vehicles within the service area defined by Car Lessor centered either in Paris or Lyon, subject to availability of the vehicles. The present Car Lessor Terms and Condition set forth the rules governing use and render of such rental service. Full copy of the Car Lessor Terms and Conditions as in force at each time is available in the following website address [www.zity.eco](http://www.zity.eco).

Upon acceptance of these Car Lessor Term and Conditions, the User will receive an e-mail to his/her e-mail address of registration with a confirmation that he/she has entered into the agreement under this terms and conditions and providing with access to the document of the Car Lessor Terms and Conditions. The Car Lessor will keep record of the User having accepted these Car Lessor Terms and Conditions. While the Car Lessor Terms and Conditions are available in both English and French languages, English version is merely informative and in case of discrepancy between the English and French version, the French version shall prevail.

Should the User access the Car Lessor Rental Services by using the Application, User shall always have accepted and shall comply with the Platform Terms and Conditions and the Platform Privacy Policy will apply.

User is informed that the Application also gives access to other Mobility Services, which are offered and provided by person who are not the Car Lessor. **The Car Lessor does not provide, nor is a party, nor a guarantor of such Mobility Services provided by third parties, not even those who also operate under the trademark Zity or Zity by Mobilize.**

### 1. DEFINITIONS

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- 1.1. **"Application"** is a smartphone or similar smart mobile device application owned by Platform Provider or, as the case may be, by Platform Provider's suppliers or licensors, by means of which Platform Provider allows Users to contact with Mobility Services Providers (including but not limited to the Car Lessor).
- 1.2. **"Adhered Car Lessor"**, means each of the companies which are allowed to offer its car rental services to Users and to enter into one or more individual rental agreements (including but not limited to the Individual Rental Agreements) with the Users by means of using the Application. The Car Lessor is an Adhered Car Lessor currently offering the Car Lessor Rental Services in some areas of France, namely the Metropolis of Paris and Lyon. All Adhered Car

Lessor are a specific type of mobility service providers within the wider definition of Mobility Services Providers.

- 1.3. **"Car Lessor"** means CAR SHARING AND MOBILITY SERVICES FRANCE SAS, whose identification data are provided in the first paragraph of this document.
- 1.4. **"Car Lessor Service Area"** means the territory centered in a Metropolis where the Car Lessor allows its Car Lessor Rental Services to be started or ended. At the date of entry into force of these Terms and Conditions Car Lessor has two different and separate Service Areas centered respectively on the Metropolis of Paris and Lyon. Car Lessor may change the extension of each Car Lessor Service Area from time to time. The current extension at any time of each Car Lessor Service Area may be viewed in the Application and the Website. If at any time the Service Provider offers its services in more than one Metropolis, each Metropolis shall be deemed to have its own Car Lessor Service Area independent from each other.
- 1.5. Car Lessor has more than one Service Area in France, each of them corresponding to a zone around a main city and standalone from the Service Area around another main city or metropolis (for instance Paris and nearby area vs Lyon and nearby area). Car Lessor may change the extension of the Car Lessor Service Areas from time to time.
- 1.6. **"Car Lessor Terms and Conditions"** means the present terms and conditions, as amended from time to time.
- 1.7. **"Car Lessor 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 Lessor Rental Services. In certain circumstances, such as breakdown, accident, or depletion of the battery; the Car Lessor may at its discretion offer face-to-face support service to Users.
- 1.8. **"Car Lessor Rental Service"** means the Vehicle reservation and rental service without a driver by minutes, hours or days, for Users, provided by Car Lessor, subject to availability of the Vehicles and to the User acceptance of the relevant Individual Rental Agreement supplemented by the Car Lessor Terms and Conditions. The term Car Lessor Rental Service expressly includes any other services offered by the Car Lessor which are ancillary or connected to the car rental, whether optional to the User or not, in order to enhance the User's experience or the characteristics of the rental. Also, the term Car Lessor Rental Service expressly includes those rentals regarding a Vehicle which is not a car. In this document car rental services offered and/or rendered by other Adhered Car Lessors different from the Car Lessor shall be referred as "car rental services" in minor letters and without the word "Lessor".
- 1.9. **"Individual Rental Agreement"** means each of the rental agreements the Car Lessor enters into with the User every time the User requests to use the Car Lessor Rental Service through the Application and providing the specific terms governing that particular Vehicle rental.
- 1.10. **"Metropolis"** means each of the main cities that can be selected in the Application including some or all of the nearby municipalities in its urban crown.
- 1.11. **"Pack Agreement"** means each of the bilateral sale and purchase agreements entered by and between the Car Lessor and the User, every time the User requests to acquire from Car Lessor one or more vouchers called Saving Packs through the Application and which govern that particular Saving Packs characteristics and redemption.
- 1.12. **"Mobility Service Provider"**, means each of the companies that are allowed to offer their Mobility Services to Users by means of using the Application, including but not limited to the Car Lessor.
- 1.13. **"Prohibited Zones"** are areas within one or more municipalities where, irrespective of regulations on parking, it is expressly prohibited to park the Vehicle (not even in stand-by mode). The Prohibited Zones may be viewed with a distinctive mark in the map displayed at

the 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.

- 1.14. **“Password”** means the password chosen by a User and needed to log in his/her User Account.
- 1.15. **“Platform Provider”** means Car Sharing Mobility Services, S.L., a Spanish limited liability company, having its registered office in Madrid, at Calle Francisco Sancha 42-44 28034-Madrid (Spain), holding Spanish tax number B87908513, with phone number: 0034 919942151 and email address: [hola@zity.eco](mailto:hola@zity.eco) , and registered at Madrid Commercial Registry, in volume 36490, sheet 163, section 8, page M-655526.
- 1.16. **“Mobility Services”** means services providing solutions for transit of persons, either as passengers or not, with vehicles intended to be used by a wide public, as available at each time via de the Application. As an example, such services may include vehicle carsharing, moped-sharing, scooter-sharing, bicycle sharing, taxis services, rental of land-vehicles with drivers or access to some public transports.
- 1.17. **“Platform Services”** means the provision of the Application by the Platform Provider and certain ancillary services thereof.
- 1.18. **“Platform Terms and Conditions”** means the set of terms and conditions set forth by the Platform Provider, to be entered into by Platform Provider and each User, that will govern the Platform Services rendered to Users and any amendments that may be made to it from time to time.
- 1.19. **“Pricing Policy”** means the Car Lessor’s pricing and rate policy for use of the Car Lessor Rental Service and which will be applicable at the time when each Individual Rental Agreement is entered into with the User. If due to the Car Lessor Rental Services being provided in two different Metropolis there is more than one Service Area, each Service Area may have different pricing, penalties and charges.
- 1.20. **“Privacy Policy”** means the privacy policy of the Car Lessor applicable to Users in connection to any data collected as provider of the Car Lessor Rental Services, or when entering into, performing and/or managing any incidence in connection with the Individual Rental Agreements and/or the sale of Saving Packs, 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](#).
- 1.21. **“Saving Packs”** refers to the electronic vouchers or packs sold by the Car Lessor for a given a price and that once acquired and properly redeemed, will provide the User with balance in euros in his/her User Account for an amount higher than the price paid for the Saving Pack. The balance so recognized will be applicable towards the payment of price of Car Lessor Rental Service and, in some cases might also be applied also towards payment of other Mobility Services not rendered by the Car Lessor.
- 1.22. **“User”** is any individual who access and/or uses the Car Lessor Rental Service through the Application.
- 1.23. **“User Account”** means the personal account of the User created upon successful registration in the platform of the Platform Provider and to which User should log in for accessing through the Application to Mobility Services (including the Car Lessor Rental Service or acquiring Saving Packs).
- 1.24. **“Vehicles”** means the fleet of ground vehicles that the Car Lessor has from time to time and are available to be rented by Users by entering into the relevant Individual Rental Agreement.
- 1.25. **“Website”** means the website available at [www.zity.eco](http://www.zity.eco)

## 2. PURPOSE

- 2.1. The purpose of these Car Lessor Terms and Conditions is to provide the general rules governing use and rendering of the Car Lessor Rental Service and/or acquisition of from Car

Lessor of Saving Packs. However, the contractual relationship created by acceptance of the present Car Lessor Terms and Conditions does not oblige the User nor the Car Lessor to enter into Individual Rental Agreements or Pack Agreements.

- 2.2.** Prior acceptance by the User of the Platform Terms and Conditions and the Platform's privacy policy, is required for accessing to the Car Lessor Rental Services through the Application.
- 2.3.** Use or reservation of the Car Lessor Rental Services and/or acquisition of Saving Packs from the Car Lessor, implies the User fully accepts to abide to:
  - i. the provisions of these Car Lessor Terms and Conditions;
  - ii. the Pricing Policy of the Car Lessor; and
  - iii. as applicable any Individual Rental Agreement or Pack Agreement as concluded from time to time with the Car Lessor.
- 2.4.** The Car Lessor expressly reserves the right to make amendments to the Car Lessor Terms and Conditions; the characteristics of the Car Lessor Rental Service; and the Pricing Policy as it deems fit. Any amendments to the Car Lessor Terms and Conditions that are made will be notified to the User in advance together with the restated Car Lessor Terms and Conditions. Changes will be deemed approved if the User does not withdraw from this Car Lessor Terms and Conditions by objecting to the changes within thirty (30) natural days from notification of the amendment of the Car Lessor Terms and Conditions, a fact the Car Lessor will specifically mention when notifying the changes. Such withdrawal shall be notified in written and unequivocally by User to Car Lessor. Changes to the Pricing Policy will not require advance notice, but in no event will apply retroactively to an ongoing Individual Rental Agreement that has started before the change of the pricing Policy had been published.
- 2.5.** Despite provisions of section 2.4, amendment to the Car Lessor Terms and Conditions, consisting merely of (i) update identification, contact or similar factual details or (ii) correction of typographic errors or evident misprints, will neither require advance notice to its entry into force nor grant any withdrawal right for Users.
- 2.6.** Car Lessor expressly reserves the right, but is not obliged, to request the User to restate its acceptance at any time to the then current Car Lessor Terms and Conditions and/or the Pricing Policy, in particular but not limited in the event that the User wants to access the Car Lessor Rental Services in more than one Car Lessor Service Area; and also continued access to the Car Lessor Rental Service may be conditional to the Car Lessor right to request User's express acceptance upon any update of the Car Lessor Terms and Conditions or of the Pricing Policy.

### **3. USER REGISTRATION**

Registration of the User on the Application is required to access the Car Lessor Rental Service and the purchase of Savings Packs from the Car Lessor through the Application. Registration conditions and requisites are governed by the Platform Terms and Conditions without prejudice that The User may be requested to provide information or documentation in addition to that contained in the existing registration, if necessary pursuant to the specific requirements for the provision of the Car Lessor Services.

### **4. VEHICLE RENTAL PROCESS**

- 4.1.** To be able to rent and use a Vehicle under Car Lessor Rental Service, the User must:
  - i. have first registered as User in the Application, keep its registration data updated and if necessary due the characteristic of the service requested by User of regulatory requirements supplement that registration with the required additional data and documents;
  - ii. hold and activated User Account;

- iii. have chosen a payment method accepted in the Application for the Car Lessor Rental Service and have entered the relevant details;
  - iv. have obtained the validation of details of payment method stated in item (iii) above having been validated;
  - v. have downloaded the Application and kept it installed on his or her mobile device compatible with the Application;
  - vi. request rental of a Vehicle on the Application, by accepting the relevant Individual Rental Agreement;
  - vii. carry the valid and in force driving license on his or her person throughout the term of the Vehicle rental, and
  - viii. have his mobile device or equivalent device with him/her during the rental.
- 4.2.** In order to rent a specific Vehicle from Car Lessor at a given time, the User must select the Vehicle at that time and accept an Individual Rental Agreement, all via the Application. Only Vehicles identified as available when the User intends to rent them may be rented.
- 4.3.** A Vehicle may be reserved by the User for the maximum amount of allowed by the Application for the price and costs 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 where the Car Lessor so notifies the User on the Application.
- 4.4.** The Individual Rental Agreement will include the specific terms and conditions for a given Vehicle rental, including, among others, identification of the rented Vehicle and the price per time unit within the Pricing Policy applicable to the Car Lessor Rental Service (not including other charges, costs or indemnifications that apply pursuant to the Pricing Policy but depend on the use of the Vehicle to be made by the User of which the Car Lessor is not aware at the time of start of the Car Rental). The Individual Rental Agreement shall be deemed accepted by the User on confirming a Vehicle reservation or the start of Vehicle rental.
- 4.5.** The rental period for a Vehicle will be shown on the Application throughout the ride, in addition to the rates per time unit for the different formats (rates applicable to reservation, if any, driving and stand-by). An itemized summary of the total cost and length of the rental will be sent by email reasonably after the User ends the relevant Individual Rental Agreement.
- 4.6.** Except as especially provided otherwise in the relevant Individual Rental Agreements, the Car Lessor Terms and Conditions shall apply to any matters not expressly covered by the Individual Rental Agreement. In case of discrepancy between these Car Lessor Terms and Conditions and the Individual Rental Agreement, the latter shall prevail.

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

- 5.1.** To use the rented Vehicle Under the Car Lessor 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 Application or through the established means of communication. In the event of 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, the User shall without undue delay contact the Car Lessor Support Service to notify of the nature and severity of the defect and/or, damage. 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's battery life is enough to complete the trip plus 10 kilometers;

- 5.2. Use of a Vehicle shall be considered to have commenced when, after the relevant Individual Rental Agreement has been entered, the User requests access to it through the Application and the Vehicle's on-board computer identifies the User and opens the Vehicle's centralized locking system. To unlock the Vehicle, User Account shall be active (neither blocked, nor suspended nor deleted).
- 5.3. The usage time of the rented Vehicle shall start at the moment when the Vehicle is unblocked by using the Application and shall end when the User returns the Vehicle as required in accordance with these Car Lessor Terms and Conditions. The distance traveled by the Vehicle in the rental period will be counted between when it is picked up by the User and when it is returned in the correct manner as indicated in section 6 below.
- 5.4. User shall report to Car Lessor without unjustified delay (through the Car Lessor Support Service) any risk incident under which another legal or natural person may have access to that User's User Account (including but not limited to the loss of the smartphone in which it has installed the Application), in order to allow the Car Lessor to adopt measures to prevent undue access to the Vehicles. User agrees that Car Lessor may provide this information to the Platform Provider.

## 6. END OF THE RENTAL OF A VEHICLE

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- 6.1. In order to end the rental under an Individual Rental Agreement, the User shall:
  - i. Properly park the Vehicle within the same Car Lessor Service Area where the Individual Rental Agreement 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 holder of the parking area concerned shall be at the cost of the User.
  - ii. Except as provided in section 6.2 below, User shall not park or end the rental of 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 retrieve or 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 car-sharing services (Mobilib), to parking areas reserved for recharging electric vehicles, covered and underground car parks, 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/she will have to pay the cost of the parking until the removal of the Vehicle from it,
  - iii. return the Vehicle with a minimum amount of autonomy, as indicated on the Vehicle screen, of 10 kilometers;
  - iv. 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;
  - v. ensure that none of the User's and /or passenger's personal belongings have been left in the Vehicle and that it is clean and in a good condition; and
  - vi. ensure the vehicle is not parked in a Prohibited Zone.

- 6.2.** As an exception to the provision of item (ii) of section 6.1 above, User shall not park the Vehicle and end the rental, in those parking premises expressly identified by the Car Lessor through the Application, the Website or other communication means as parking facilities authorized for end of an Individual Rental Agreement. Should the User want to park and end the rental in any of those authorized parking premises:
- i. Car Lessor will be entitled to charge to User, in addition to other prices applicable to the Individual Rental Agreement the price set forth in the Pricing Policy for that authorized parking facilities.
  - ii. User must comply with the rules of use of those specific parking facilities, and
  - iii. as part of the end of the rental process in authorized parking facilities, User shall provide through the Application truth and accurate information that he/she has ended the rental in such parking facility and where within the parking facility he/she has parked the Vehicle. In the event User provides false, wrong or misleading information about where the Vehicle has been parked, without limitation to any other claim for damages that the Car Lessor might be entitled to, User shall pay the corresponding penalty as provided in the Pricing Policy in force at that time.
- 6.3.** User is informed that end of the Individual Rental Agreement will require the User's smartphone or similar device to have signal and data connection. Hence User will not be able to terminate Individual Rental Agreement in areas without phone and data signal and, in that event shall reposition the Vehicle before terminating the Individual Rental Agreement.
- 6.4.** Once the Vehicle has been parked, the User and every passenger must leave the Vehicle, and then end the rental process using the Application. 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.
- 6.5.** If the rental cannot be normally 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. Except where the cause of not being able to end the rental is not attributable to the User, any additional rental cost incurred until effective termination of the rental will be borne by the User.
- 6.6.** Car Lessor may, but is not obliged to, terminate an Individual Rental Agreement without consent of the User, provided the Vehicle has been parked for a prolonged time within the Car Lessor Service Area and, acting reasonably and in good faith, Car Lessor has reasons to believe the User has forgotten to finalize the rental through the Application.

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

- 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, penalties or costs, in accordance with the Pricing Policy. In particular, the Pricing Policy in force from time to time shall be deemed accepted by User on confirming a Vehicle reservation. 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 or penalties related to incidents suffered or resulting from 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 with 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.** Depending on User's objective characteristics, such as age, a User may be subject to a charge. These circumstances will be described in the applicable Pricing Policy, including in the event of lump sum charges, the amount of such charge. Conversely applicable rates applicable to the Car Lessor Rental Service may vary depending in the User's previous driving record, but in any event within the interval set forth in the applicable pricing Policy.
- 7.3.** The rates applicable to the Car Lessor Rental Service will be charged by the Car Lessor, through the payment method supplied by the User in the Application, automatically once the Individual Rental Agreement has ended, as follows:
- i. provided the User has any outstanding balance in its User Account usable towards payment of the price of Car Lessor Rental Service, then the amount of price due for an Individual Rental Agreement shall be first applied towards that outstanding balance with earlier expiration date and the excess, if any, as provided in item two below,
  - ii. provided either the User has not outstanding balance at all in his/her User Account usable towards payment of the price of Car Lessor Rental Service; the abovementioned excess of the price shall be debited by the Car Lessor, on the payment method supplied by the User either during his/her registration or as updated by User afterwards.
- 7.4.** Car Lessor may charge in the payment method provided by the User in the Application any other charges, penalties and damages that may be applicable in accordance with the Pricing Policy or these Car Lessor Terms and Conditions.
- 7.5.** Balance recognized in the User Account, whether granted as gift, promotional action or due to redemption of a Saving Packs may only be used for payment of amounts described in that gift, promotion or Saving Pack, but in no event can be used towards payments of any other amounts that might be owed by User of improper use of Mobility Services nor for the purchase of a Saving Pack. Therefore, it is expressly (but not exhaustively) excluded, its use to pay the compensation for damages to the Vehicle or charges or penalties for improper or abnormal use of the Vehicle by User (for example towing charges) nor the price of Saving Packs.
- 7.6.** The User shall ensure that the payment method used has enough balance. If the User does not have enough balance to meet a charge by the Car Lessor, the User shall pay to the Car Lessor the claiming fee provided for in the Pricing Policy in force. By producing its payment details as payment method, including but not limited to credit or debit card details, User authorizes Car Lessor (and the Platform Provider in the name and on behalf of the Car Lessor) to collect payments from such payment method for any concept included in the applicable Pricing Policy or resulting from the Car Lessor Term and Conditions and/or, the Individual Rental Agreement.
- 7.7.** Charges for Car Lessor Rental Service or for purchasing a Saving Pack or that otherwise shall be paid by User under the Car Lessor Terms and Conditions may be debited to User's payment method upon they become due without need of further authentication besides the authentication provided at the time of registration or update of registration. However, the financial entity of a User may request further authentication or additional requisites to process such payments. Failure to comply the requisites applicable between User and its financial entity shall not limit or waive in any form User's obligation to pay.
- 7.8.** The Car Lessor (or the Platform Provider in the name and on behalf of the Car Lessor) shall be entitled to request pre-authorization to charge the rental from the credit institution associated with the payment method furnished by the User. That pre-authorization shall not under any circumstances mean the actual charge has been made for the rental in question, which shall only be done after that rental has ended.
- 7.9.** If more than one payment method has been specified by the User, Car Lessor shall use the payment method chosen by default by the User.



- 7.10. The rates and cancellation costs, and the amounts for any penalty and charge, are always available in the Pricing Policy and are subject to potential amendments (see section 2.4 above). It is recommended that the User reads the Pricing Policy before the conclusion of each Individual Rental Agreement in order to be informed of the applicable rates from time to time.
- 7.11. Additionally, all offers and discounts, and their conditions of use, will be available on the Website and, as the case may be, on the Application. The Car Lessor reserves the right to restrict the use and recover the amounts saved in offers, invitations and discounts if Users make inappropriate, unlawful or unfair use of them.
- 7.12. Users are hereby informed that payments will be handled through the payment gateway/s connected with the Application and the platform thereof. Such payment gateway/s is/are not operated by the Car Lessor, which does not render electronic payment services.

## 8. SAVING PACKS

- 8.1. Car Lessor offers for sale vouchers called "Saving Packs" to be exchanged for credit applicable towards the payment of the price of the Car Lessor Rental Service and, depending on the specific Saving Pack, also towards payment of the price of other Mobility Services rendered by other Mobility Service Providers. The balance of Saving Pack will have an expiration deadline after which it cannot be longer used.
- 8.2. Balance granted by Saving Packs shall only be applicable towards the price for proper use (time rate plus rates for optional upgrades and amenities) of the Car Lessor Rental Service and, depending on each Saving Pack specific conditions, may also be used towards payment for proper use (use rate plus rate for optional upgrades and amenities) of other Mobility Services. In no case it might be applied towards payments of any other amounts different from the abovementioned owed by User to the Car Lessor. User may **not** use them to pay or set-off, without limitation:
  - (i) any penalties, damages or costs reimbursement arising from, related to or in connection to improper use of Mobility Service, use of the Application or due to breach of the Car Lessor Term and Conditions; breach of a Mobility Services Provider terms of use and/or breach of the Platform Terms and Conditions;
  - (ii) for price of acquiring another Saving Pack; nor
  - (iii) Order Car Lessor to apply it toward payment of driving fines.
- 8.3. Except as especially provided otherwise in the relevant Pack Agreements, the Car Lessor Terms and Conditions (provided seller is the Car Lessor) or the relevant Car Rental Terms and Conditions (for other Adhered Car Lessors) shall apply to any matters not expressly covered by the Pack Agreement. Saving Packs may be acquired by Users through the Application either by buying on a one-by-one basis or either by User accepting to enter into automatic purchase of Savings Packs upon occurrence of a condition (for example if balance of User in his/her User Account is equal or below a threshold).
- 8.4. Prior to entering a Pack Agreement, the Application will provide the User at least with the following information of the Saving Pack:
  - (i) Price to be paid by User for the Saving Pack;
  - (ii) amount of the credit balance granted by the Saving Pack;
  - (iii) expiration deadline until when that balance may be used;
  - (iv) provided express action is required to redeem the Saving Pack for balance in the Application, the elements required for the redemption and the deadline for redemption; and
  - (v) the list of Mobility Services that may be paid by using the balance of such Saving Pack. If no such list is provided, that balance can be used towards payment of the car rental services from any Adhered Car Lessors offering their services in a European Member State under *Zity* or *Zity by Mobilize* trademarks.

- 8.5.** To be able to enter into a Pack Agreement, the User must:
- (i) have downloaded the Application and kept it installed on his or her mobile device compatible with the Application;
  - (ii) have a valid and activated User Account;
  - (iii) accept the offer to buy a Saving Pack;
  - (iv) have chosen a valid payment method and have sufficient credit in it to afford the price of the Saving Pack,
- 8.6.** All the prices of the Saving Packs are final prices inclusive of the statutory VAT charge.
- 8.7.** Once the purchase is confirmed the price of any Saving Packs bought by a User shall be charged automatically as a collection on the payment method supplied by the User.
- 8.8.** Except if expressly provided in the Pack Agreement, Saving Packs will not require any action for their redemption, hence once acquired the Saving Pack's balance will be credited directly to the User Account.
- 8.9.** Once a Pack Agreement is entered and one or more Saving Packs are purchased, User shall receive a confirmation of the purchase by e-mail to the e-mail address provided in his/her registration details (provided User is registered with the Application).
- 8.10.** The balance from redemption of a Saving Pack is not assignable to other Users or third parties.
- 8.11.** Should the User have accepted to enter into an automatic purchase of Saving Packs upon a certain condition is met, then the following specifications will apply:
- (i) before entering the order for automatic purchases, Car Lessor will made available to User in the Application the description of the condition triggering the automatic purchase.
  - (ii) After the User has requested automatic purchases and as long as such order is not revoked, User consents that each time the purchase triggering conditions are met, Car Lessor can automatically order to charge the price of the Saving Pack in the payment method associated by the User to his User Account without need of requesting further User's consent or notice for each purchase.
  - (iii) Automatic purchase of Saving Packs will be interrupted if, for whatever reason Car Lessor is not able to charge the price for each individual Saving Pack in the User's payment method.
  - (iv) User may at any time, through the Application withdraw the order for automatic purchases of Saving Packs.
  - (v) As long as an order for automatic purchase of Saving Packs is in force, the Saving Pack that will be automatically purchased each time the condition is triggered, shall be the of the same characteristics (price, balance and balance expiration) as the Saving Pack chosen by User at the time it entered into that automatic purchase instruction. Should no Saving Pack of that characteristics be available then the automatic purchase of Saving Packs will be automatically ended.
  - (vi) Automatic purchase of a Saving Pack does not guarantee that Car Lessor will continue to make available Saving Packs of the same characteristics (price, balance, list of payable Mobility Services and balance duration) as the Saving Pack chosen by User at the time it entered into that automatic purchase Pack Agreement. Should Car Lessor decide to stop offering a Saving Pack of certain characteristics, it will inform in advance to Users with automatic purchase Pack Agreements corresponding to that Saving Pack.
- 8.12.** Car Lessor does not undertake that Saving Packs or that the possibility to activate automatic purchases of Saving Packs will be available at all times. Also, automatic purchases of Saving Packs may be limited to certain Saving Packs, and not available for of all the Saving Packs offered by the Car Lessor at that time.

- 8.13.** To be able to use the balance from a Saving Pack to pay the price of a given Mobility Service, User shall comply with all the requirements to contract and qualify as user of the relevant Mobility Service.
- 8.14.** Except as provided in sections 15.4 and 20.5 below, the Car Lessor shall not refund in money of the price paid by a User for a Saving Packs. In no event Car Lessor shall refund in money the balance recognized upon redemption of a Saving Pack.
- 8.15.** Acquiring a Saving Pack does not guarantee that each and all or any of the Mobility Services Providers that offer Mobility Services payable with the Saving's Pack balance (including the Car Lessor Rental Service) through the Application at the time that Saving Pack was acquired; will continue offering their Mobility Services or will not change the characteristic of their Mobility Services, during the time the credit balance allocated to such Saving Pack is still usable.

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

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- 9.1.** The User shall inform without undue delay the Car Lessor of any accident, damage and defects arising during use of the Vehicle without undue delay. Furthermore, provided 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 that 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 Support Service. This shall apply regardless of whether the accident was caused by the User or by a third party. The User shall not leave the scene of the accident until:
  - 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, after the Car Lessor's Car Lessor Support Service has been informed in this respect in accordance with this section 9;
  - 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.
- 9.2.** Regardless of whether an accident was caused by the User or by a third party, User shall within a maximum term of forty-eight (48) hours inform the Car Lessor Support Service of the accident and provide without undue delay any related information as may be reasonably requested by the Car Lessor Support Service. If the Car Lessor fails to receive a report on the damage within this period, the insurance company may 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 and expenses of repairing the damage caused.
- 9.3.** When the Car Lessor so requests, the User shall specify the exact location of the Vehicle and allow its inspection by the Car Lessor.
- 9.4.** 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.

## **10. INVOICING**

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The User gives express consent to receiving the electronic invoice for the Car Lessor Rental Service at the email address furnished by the User as registration information and may withdraw that consent at any time by sending an email to [facturationparis@zity.eco](mailto:facturationparis@zity.eco).

## 11. GENERAL OBLIGATIONS AND PROHIBITIONS FOR THE USER

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### 11.1. The User shall:

- i. 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;
- ii. 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;
- iii. 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;
- iv. 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;
- v. 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;
- vi. should he/she recharge the Vehicle, apply due care and use rechargers and materials of professional quality (recharge cables are not provided by the Car Lessor);
- vii. Immediately inform Car Lessor if User's driving license is revoked or suspended and in no event enter into an Individual Rental Agreement without a driving permit in force validated in the Application;
- 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 User in order to have access to the Vehicles or use the Car Lessor Rental Services, without undue delay after the User becomes aware of such incident or acting reasonably should have suspected it has occurred; and
- 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.

### 11.2. 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. enter into any Individual Rental Agreement or Pack Agreement if the data that has been entered in the User Account at the Application is not updated, is false or includes misrepresentations

- v. allow a third party to drive the Vehicle or disclose his/her User's access data to a third party, including third parties who are also Users of the Car Lessor 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's 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 higher than those usual 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 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,
- xv. travel with the Vehicle outside the country in which the Car Lessor Rental Service is available; nor
- xvi. tow other vehicles

## 12. USER'S LIABILITY IN CASE OF ACCIDENT AND INSURANCE

- 12.1.** The Vehicle are covered by insurance with at least third party civil liability cover . Only the authorized User who has rented the Vehicle may benefit as driver from the insurance cover.
- 12.2.** As long as User's complies with the Car Lessor Terms and Conditions (including but not limited to any damage being notified without unjustified delay), User's liability for damage to or for loss of the Vehicle in case of traffic accident will be limited to the liability capped amount provided in the Pricing Policy. This limitation shall not apply in the events provided in sections 12.3; 12.4 and 12.5 below. User is informed that the liability capped amount may vary from time to time.
- 12.3.** The User's limitation on liability under section 12.2 shall not apply if
- i. the User causes damage due to gross negligence or done intentionally;
  - ii. improper handling of the Vehicle;
  - iii. 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/or an accident not being timely and properly notified);
- 12.4.** 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
- 12.5.** If User's failure to comply with the Car Lessor Terms and Conditions, the Individual Rental Agreement, applicable insurance law or any other applicable law or User's negligent driving

results in the insurer or an affected third party (such as accident victim) being able to claim liability against Car Lessor, the latter shall be entitled to fully repeat such claim against the User. Conversely if the User is liable of causing (pr co-causing) the damages or accident and the Vehicle's insurance cover does not apply, the User shall indemnify without delay the Car Lessor against any third party claims.

- 12.6.** 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 indirect and incidental damages, including but not limited to in respect of experts' fees, tow service cost, loss of earnings (in the amount of 24h flat rate of the Pricing Policy per calendar day the vehicle remains out of service); and, with no limit, if the liability capped amount of Section 12.2 does not apply.
- 12.7.** Car Lessor may (but is not obliged to) offer the User the possibility to reduce the User capped liability amount of damages to a Vehicle for a charge over the rental price for a given Individual Rental Agreement. The amount of that charge and 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 start of each Individual Rental Agreement, shall only apply to that Individual Rental Agreement and the relevant charge will accrue at the beginning of the Individual Rental Agreement, regardless of whether a claim or liability event occurs during the rental. Even if the reduced capped liability amount has been contracted by the User, User's liability shall not be altered for those cases where the ordinary (non-reduced) liability cap does not limit User's liability or under which the User incurred in obligation to pay other fees, charges or penalties (for example for 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), for which the User will then continue to be fully liable.

### **13. USER'S LIABILITY AND PENALTIES**

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- 13.1.** Without limitation to any rights available to User if considered a *consumer* under the Consumer Code, the User shall be liable with respect to the Car Lessor for any 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, (loss of earnings due to Vehicle having to be immobilized (in the amount of the 24h flat rate of the Pricing Policy per calendar day the vehicle remains out of service), 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 breach of these Car Lessor Terms and Conditions, or mandatory legal provisions (including but not limited to motor vehicle insurance legal provisions); any of them by the User or by any third party for which the User is liable (including but not limited to passengers). All the above, without prejudice to the right of the User to demonstrate that the damages, losses and costs occurred for reason not attributable to him
- 13.2.** Liability pursuant to section 13.1 above shall not be limited in amount, except as provided in section 12.2 of the present document for damages to the Vehicle in the event of traffic accident.
- 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 keep harmless 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. The amount of those handling fees shall be based on the applicable rates stated in the Pricing Policy.
- 13.4.** Penalties for improper use or breach of the Car Lessor Terms and Conditions imposed in accordance with the Pricing Policy will not impair or reduce the amount that Car Lessor may claim for damages (for example penalty for allowing a third party to drive the Vehicle does not

reduce the damages claims for damages to that Vehicle in case of accident). On the contrary any amount charged as recovery of costs incurred by the Car Lessor (such a towing cost in case the Vehicle should be repositioned due to a bad use by User) shall not permit Car Lessor to double recover that specific cost.

- 13.5.** Should User incur in a non-permitted or prohibited use of the Vehicle or the Car Lessor 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, then Car Lessor, after having verified the existence of the relevant conditions, will debit to the User's payment method provided by User for payment of the Car Lessor Rental Services a penalty in accordance with the applicable Pricing Policy. Car Lessor will inform the User on the reason and the amount of penalty or charge applied, without prejudice to the right of the User to address to the Car Lessor any complaints in this respect. 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 or the Individual Rental Agreement without prejudice, if applicable to Car Lessor's right to terminate or suspend its relationship with User pursuant to section 15.3 below.
- 13.6.** Provided any cost recovery by Car Lessor is imposed as a lump sum, and provided further that User evidence 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 cost imposed 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.** Without prejudice to the right of the User to evidence that the damage and losses occurred for reason not attributable to him, the User shall be liable for any damage and losses resulting of or caused by failure by User to prevent third party access to his Password or User Account (including but not limited to the loss of the smartphone in which it has installed the Application), in particular but not limited, if that loss or the use by a person different than the User enabled the occurrence of damage to, or theft or misuse of, the Vehicle. However, User will not be liable for the loss or use by third parties of its Password or User Account, provided he/she notifies to the Platform Provider and/or the Car Lessor of that circumstances with reasonable advance, so that Platform Provider and/or the Car Lessor can block the Password and prevent the misuse of the User Account and/or the Vehicles. This notice by the User shall include reasonable detail of the circumstances allowing undue access o; as well as evidence of the User's identity to the satisfaction of the Platform Provider and/or Car Lessor and an express request to block such Password and/or User Account.

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

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- 14.1.** Without limitation to any rights that might be available to the User in his condition as consumer under the French Consumer Code and without restricting any mandatory provisions of law, 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 vehicle rental services of this type.
- 14.2.** User acknowledges that at the time each Individual Rental Agreement is 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.

- 14.3.** The Car Lessor does not accept liability for any misuse that may be made by a third Party as a result of any failure, whether action or omission, of the User to duly protect his/her Password or User Account.
- 14.4.** Having in regard to the state of the technology tools, the provision of the Car Lessor 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 Lessor 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 Platform 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.
- 14.5.** Use of the Car Lessor Rental Service through the Application may also be subject to limitations and inaccuracies due to the lack of availability of, or to interferences or disturbances on, the Application or the Website owned by or titularity of the Platform Provider, or the compatible device owned or held by User (by reason of force majeure events, for example, or of technical or other types of measures beyond the Car Lessor's control such as maintenance, software updates, or enhancements to the Application or to the Website). To the extent permitted by laws the Car Lessor does not accept liability for any of the aforementioned events.
- 14.6.** The Car Lessor is not responsible for the User not having a compatible device or having downloaded a version of the Application that is not compatible with it.

## **15. TERMINATION OF THESE TERMS AND CONDITIONS OR OF THE INDIVIDUAL RENTAL AGREEMENT**

- 15.1.** These Car Lessor Terms and Conditions are entered for an indefinite term. User may terminate them without cause by unequivocally notifying to Car Lessor its intention to terminate the relationship in written. Car Lessor may terminate without cause the relationship under the Car Lessor Terms and Conditions with a User by notifying to the User its intention to terminate the relationship in written with a fourteen (14) calendar days advance. Upon effectiveness of termination of Car Lessor Terms and Conditions, User shall not be allowed to enter into new Individual Rental Agreements. Provided that at the time of Termination the User has an Individual Rental Agreement ongoing, termination of these Terms and Conditions shall not occur until termination of the Individual Rental Agreement.
- 15.2.** The Individual Rental Agreements will be entered for the whole rental term in question, which shall be deemed to have ended, either on termination of the agreement by the User (which shall take place once User ends the trip by blocking the Vehicle's central locking system by using the Application) or on any of the grounds specified in these Car Lessor Terms and Conditions.
- 15.3.** The Car Lessor may immediately (x) temporarily suspend the access to Car Lessor Rental Services, or (y) decide to permanently terminate the contractual relationship under the Car Lessor Terms and Conditions, and consequently cease in both cases the User's ability to use



the Car Lessor Rental Services, including the inability to enter into new Individual Rental Agreements if the User:

- i. fails to keep his/her registration and User Account updated, including but not limited to provide a new or extended driving license when applicable in accordance with the Platform Terms and Conditions and these Car Lessor Terms and Conditions;
- ii. fails, after being requested to cure, to pay amount due to the Car Lessor, in connection with any Pack Agreement or the Car Lessor Rental Services including but not limited to any amount due to the Car Lessor, penalty or damages due to lack of compliance of the Car Lessor Terms and Conditions; even if any of such payment is under dispute,
- iii. usurps someone else identity; makes misrepresentations or omits relevant facts when registering in the Application or during his contractual relationship with the Car Lessor;
- iv. uses 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 reputation of the the Car Lessor;
- v. uses the Vehicle or the Car Lessor Rental Services for illegal purposes, offences or crimes or in breach of applicable law even if those uses do not result a direct damage to the Car Lessor;
- vi. drives 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 does daredevil maneuvers or acrobatics;
- vii. upon request from judicial, law enforcement, emergency services or similar public authorities empowered to make such request;
- viii. breaches any substantive provision of the Car Lessor Terms and Conditions or any Individual Rental Agreements;
- ix. breaches 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;
- x. provides, intentionally or by negligence, the details to start a User session, including but not limited to disclose the Password to another legal or natural person;
- xi. copies or alters the tools, devices and/or software to unlock the Vehicles;;
- xii. allows the Vehicle to be driven by a third party;
- xiii. forgery or unpermitted generation of Saving Packs; or
- xiv. is reasonably suspected to have committed and act or omissions that as far as the Car Lessor is aware, including upon indication by any other Adhered Car Lessors or by the Platform Provider, corresponds to the items (i) to (xiii) above, both included.

**15.4.** Also, in the event of temporal suspension or termination pursuant to section 15.3. above, or the User may no longer use any balance or credit that was available in his/her User Account, including any balance resulted from a redeemed Saving Pack, for subsequent Individual Rental Agreements with the Car Lessor, and such balance shall not be redeemed for money. In the event of termination without cause by the Car Lessor pursuant to section 15.1, User may claim reimburse of the price paid for Saving Packs sold by Car Lessor whose balance expiration

occurs after the termination date, less the balance of those Saving Packs which has already been used.

- 15.5.** Additionally, in the event of temporal suspension or early termination pursuant to section 15.3. above, 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 concerned 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.

## **16. INTELLECTUAL PROPERTY**

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- 16.1.** Use by the User of the Car Lessor Rental Service does not confer on the User any right in the Car Lessor's intellectual or industrial property or copyright or that of any third party, and the User agrees to observe each and every one of the intellectual or industrial property rights and copyrights, including marks, logos, domain names or any other intellectual or industrial property right or copyright that is owned by the Car Lessor or by third parties.
- 16.2.** 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 Lessor Rental Service, totally or partially, except with the express written authorization of the owner of those elements.

## **17. COOKIES AND PRIVACY POLICY**

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The Privacy Policy and Cookies Policy are determined in the [Cookies](#) and [Privacy Policy](#) documents.

## **18. USER SUPPORT SERVICE / CLAIMS**

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In the event of any doubt regarding these Car Lessor Terms and Conditions or the Car Lessor Rental Service offered by the Car Lessor or for any claim, the User may contact the Car Lessor through the Car Lessor 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). The previous notwithstanding there is a FAQ section available on the Website and the Car Lessor, at its discretion, may also provide automatized assistance bot services.

## **19. ASSIGNMENT OF COLLECTION RIGHTS**

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The Car Lessor reserves the right to assign the collection rights arising from use of the Car Lessor Rental Service by the Users or any damages or indemnifications to be paid by the User to the Car Lessor. In such cases, following notification to the User, 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 Lessor 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 for collection purposes.

## **20. WITHDRAWAL RIGHT**

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- 20.1.** The User may withdraw from these Car Lessor Terms and Conditions at its discretion and without cause, within fourteen (14) calendar days from the date of their acceptance by the User, provided that the User is not under an ongoing Individual Rental Agreement associated to its User Account. User is informed that this right to terminate without cause is additional and does not prejudice his/her right to early termination pursuant to section 15.1 above.
- 20.2.** Individual Rental Agreements may not be withdrawn once they have been entered into, in accordance with the provisions of the Consumer Code. Upon effectiveness of withdrawal of Car

Lessor Terms and Conditions, User shall not be allowed to enter into new Individual Rental Agreements.

- 20.3.** User may withdraw from a Pack Agreement at its discretion and without cause, within fourteen (14) calendar days from the date the Pack Agreement was entered (or in the event of automatic purchases, from the date the balance of the Saving Pack was credited in the User Account).
- 20.4.** Withdrawal right allows the User to early terminate the contractual relationship under the Car Lessor Terms and Conditions or the purchase of a Saving Pack, as applicable, without cause and without penalties.
- 20.5.** Car Lessor, upon receiving a withdrawal request, shall reimburse to such User all payments received from the User without undue delay and in any event not later than 14 (fourteen) days from the day on which Car Lessor has been informed of the withdrawal request (please note that this will not apply to fees, penalties and costs resulting from the Individual Rental Agreements). Refunds, if any, will be made using the same payment method as the User used for the payment, unless the User expressly agrees to a different method. Should the credit card or payment method originally used have expired, the User should arrange an alternative method to receive funds with the Car Lessor Support Service. Car Lessor will not be held liable for a failed refund on an expired credit card or payment method. However, if there was any payment for any service that has started to be rendered upon express request by the User during the withdrawal period, User shall still be obliged to pay to Car Lessor the amount proportional to the service already rendered to User before effectiveness of the withdrawal. In particular for refunds due to withdrawal of Saving Pack purchase User will be returned the price paid for such Saving Pack less the amount of balance granted by that Saving Pack he/she has already used towards payment of Mobility Services.
- 20.6.** To exercise the right to withdraw, the User shall contact the Car Lessor and notify of the decision to discontinue this contract in an unequivocal written statement. Such notice may be served, as a non-exclusive format, by using the withdrawal form included at the end of these Terms and Conditions. For this purposes Car Lessor contact details are CAR SHARING AND MOBILITY SERVICES FRANCE sas with office in Rue d' Uzes 15, 75002-Paris (France) and email address: [bonjour@zity.eco](mailto:bonjour@zity.eco).

## 21. NOTICES

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The Car Lessor shall make the appropriate notifications to User through the Application, a text message to the phone mobile number provided by the User when registering in the Application and/or the e-mail address provided by the User when registering in the Application.

## 22. 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 Lessor 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](mailto: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/>.

### 23. APPLICABLE LAW AND JURISDICTION

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- 23.1.** These Terms and Conditions shall be governed in each and every one of their elements by French law.
- 23.2.** Any disputes arising over the Car Lessor Rental Service or regarding these Car Lessor Terms and Conditions, the Individual Rental Agreements or the Saving Packs shall subject to the exclusive jurisdiction of the Courts of the city of Paris (France). The previous notwithstanding provided User is a consumer under the French Consumer Code and provided also the resulting court is located within French Republic territory (excluding overseas territories), in addition to Paris Courts User may bring any action in front of the Courts of the place of his/her residence or domicile or, at the User's sole discretion, in front of the Courts of domicile of the Car Lessor; and Car Lessor may bring the action before the Courts of the place of the User's residence or domicile, or if the latter is unknown to Car Lessor or outside the French Republic Territory (excluding overseas territories) before the Courts of the city of Paris (France).

## MODEL WITHDRAWAL FORM

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*(If you wish to withdraw from this agreement or a Pack Agreement, please complete this form and return it to the Car Lessor, to the postal or electronic address specified below).*

To CAR SHARING AND MOBILITY SERVICES FRANCE sas, having office in Rue d' Uzes 15, 75002-Paris (France) and email address: [bonjour@zity.eco](mailto:bonjour@zity.eco).

I hereby give notice of my intention to withdraw from [the agreement for the provision of any services under the Car Lessor Terms and Conditions / the purchase of Saving Pack] entered between me and CAR SHARING AND MOBILITY SERVICES FRANCE sas , and accepted on

\_\_\_\_\_.

Name of consumer

\_\_\_\_\_.

Address of consumer

\_\_\_\_\_.

ZITY User email

\_\_\_\_\_.

Phone associated with ZITY User Account

\_\_\_\_\_.

Signature of consumer (only if this form is notified on paper)

\_\_\_\_\_.

Date

\_\_\_\_\_.