

Geldig vanaf 09.04.2024

Valid from 09.04.2024

## § 1 Subject matter

1. Free2move Nederland B.V., Barbara Strozziilaan 101, 1083 HN Amsterdam, telephone number: +31203232990, email-address: hoi@share-now.com (hereinafter referred to as "Free2move | SHARE NOW") operates the car sharing concept Free2move | SHARE NOW.
2. The present Free2move | SHARE NOW Pass and Free2move | SHARE NOW Business Pass subscription terms ("Terms") shall apply to both the Free2move | SHARE NOW Pass and the Free2move | SHARE NOW Business Pass subscription agreement under each of which a Customer who subscribes to a Free2move | SHARE NOW Pass or a Free2move | SHARE NOW Business Pass subscription plan (each a "Subscription") receives a discount in accordance with the respective subscription plan.
3. To enter into a Subscription the Customer needs to log in on the Free2move | SHARE NOW Subscription website or (when available) access the Subscription section in the Free2move | SHARE NOW App after logging in by using the Free2move | SHARE NOW credentials. By ticking the order button in the order summary, the Customer submits his/her order and, thus, an offer. Before the Customer completes his/her order, the selected subscription plan is displayed in an order summary for examination. The Customer may then identify and correct input errors, if any, prior to making the binding order, by returning to the previous page or by clicking on the designated button on the summary page. Free2move | SHARE NOW reserves the right to accept or deny your offer. The agreement is concluded when Free2move | SHARE NOW sends a confirmation of the Subscription (e.g., by sending an email or invoice).
4. The Subscription is concluded in Dutch language. The wording of the Subscription will be stored by Free2move | SHARE NOW after its conclusion and can be accessed in the "Manage Subscription" section of the website. In the event of any conflict between the Dutch language and the English language version of these Terms, the Dutch language version shall prevail.
5. The following provisions of the Free2move Nederland B.V. General Terms and Conditions shall apply accordingly:
  - The right to make changes set out in § 1(4);
  - the provisions on making payments set out in § 7 (9) and (10);
  - the provisions on assignment, direct debit authorizations and pre-notifications set out in § 8;
  - the limitation of liability set out in § 13 (1) and (2);
  - the applicable codes of conduct set out in § 16;
  - the general provisions set out in § 17; and
  - the provision on customer service and complaints in § 18.

## § 2 Definitions

"Customer" shall mean an individual that has properly and successfully registered with Free2move | SHARE NOW and entered into a valid master agreement with Free2move | SHARE NOW.

## § 3 Subscription plan

1. The Customer receives a discount pursuant to the selected subscription plan.
2. The prices for the Subscription are displayed in the ordering process.

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3. The discount pursuant to the respective subscription plan only applies to the per minute rate, but not to any other prices and fees, in particular, additional kilometer prices, package prices, airport and any other fees, costs, including all fees and costs laid down in the Free2move | SHARE NOW Fee and Cost Policy, unless otherwise indicated in the selected subscription plan.
4. Subscription plans cannot be combined, i.e. the minute rates are only reduced in accordance with one subscription plan even if the Customer has more than one Subscription.
5. In case of the Free2move | SHARE NOW Pass, the discounts pursuant to the respective subscription plan only apply in connection with individual lease agreements concluded between the Customer and the respective Free2move | SHARE NOW entity with which the Customer has concluded the Subscription (i.e. in the same country).
6. In case of the Free2move | SHARE NOW Business Pass, the discounts of the respective subscription plan will also apply to individual lease agreements concluded between the Customer and the Free2move | SHARE NOW entities in Europe.
7. Discounted per minute rates are rounded down to the next lower minimum currency unit of the applicable currency.
8. The Free2move | SHARE NOW Pass only applies to trips made with the private profile. The monthly fee for the Free2move | SHARE NOW Pass will always be deducted from the Customer's private profile.
9. The Free2move | SHARE NOW Business Pass applies to trips made with the private or business profile. The monthly fee for the Free2move | SHARE NOW Business Pass will always be deducted from the Customer's business profile or the corporate profile of the Customer's employer if and when that option is available.

#### § 4 Subscription term and Termination

1. The minimum subscription term for each Subscription is one month starting from the day the respective Subscription is concluded.
2. Each Subscription will be automatically renewed by another month after the end of the previous one month period if the respective Subscription is not terminated with at least 14 days' notice before the end of the respective term by the Customer or Free2move | SHARE NOW in text form (e.g. letter, fax, email). The Customer may also terminate each Subscription by using the respective unsubscribe function on our [Free2move | SHARE NOW Subscription website](#) or (when available) in the Free2move | SHARE NOW App.
3. The parties' statutory right of termination for cause remains unaffected.

#### § 5 Right of withdrawal

Customers who are consumers have a right of withdrawal with regard to each Subscription pursuant to the following provisions:

##### Right of withdrawal

You have the right to withdraw from this contract within 14 days without giving any reason.

The withdrawal period will expire after 14 days from the day of the conclusion of the contract. To exercise the right of withdrawal, you must inform us (Free2move Nederland B.V., Barbara Strozilaan 101, 1083 HN Amsterdam, telephone

SUBSCRIPTION TERMS

Free2move | SHARE NOW Pass

Free2move | SHARE NOW Business Pass Subscription Netherlands

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number: +31203232990, email address: hoi@share-now.com) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or email). You may use the attached model withdrawal form, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

If you requested to begin the performance of services during the withdrawal period, you shall pay us an amount which is in proportion to what has been provided until you have communicated your withdrawal from this contract, in comparison with the full coverage of the contract.

You may use the below model withdrawal form, but it is not obligatory.

**Model withdrawal form**

To Free2move Nederland B.V. Barbara Strozziilaan 101, 1083 HN Amsterdam

Telephone number: +31203232990

Email-address: hoi@share-now.com

- I/We (\*) hereby give notice that I/we (\*) withdraw from my/our (\*) contract of sale of the following goods (\*)/for the provision of the following service (\*),
- Ordered on (\*)/received on (\*),
- Name of consumer(s),
- Address of consumer(s),
- Signature of consumer(s) (only if this form is notified on paper),
- Date

(\*) Delete as appropriate.