

CAR-ON-DEMAND FAIR CREDIT REPORTING ACT
DISCLOSURE & AUTHORIZATION

Last Updated: 12 July 2022

As an applicant to become a subscriber with Free2Move, Inc., you are a consumer with rights under the Fair Credit Reporting Act. Free2Move, Inc. may choose to obtain and use information contained in a consumer report from a consumer reporting agency about you: (1) when considering your subscription application, (2) when making a decision whether to accept your subscription, (3) when deciding whether to continue, revoke or modify your subscription (if you are approved); (4) doing periodic re-screening of subscribers to insure continued compliance with our rules and policies; or (5) when making other subscription-related decisions directly affecting you. A consumer report may include the following: driving history records, motor vehicle records, verification of identification you provide, criminal history, credit history, civil record, loss damage waiver scores and reports and information and/or copies of documents from any military service records.

For explanation purposes, a "consumer reporting agency" is a person or business which, for monetary fees, dues, or on a cooperative nonprofit basis, regularly assembles or evaluates consumer credit information or other information on consumers for the purpose of furnishing consumer reports to others, such as this organization. A "consumer report" means any written, oral or other communication of any information by a consumer reporting agency bearing on your credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living which is used or expected to be used or collected in whole or in part for the purpose of serving as a factor in establishing your eligibility for a position.

Authorization

I hereby voluntarily authorize Free2Move, Inc. to obtain a consumer report about me from a consumer reporting agency and to consider this information when making decisions regarding my application for subscription and continued status as a subscriber for access to, and use of, Car-On-Demand subscription vehicles that are made available by Free2Move, Inc. and its affiliated program administrator, Free2Move. I understand and acknowledge that under provision of the FCRA, I may request a copy of any consumer report from the consumer reporting agency that compiled the report, after I have provided proper identification. I also understand that I have rights under the Fair Credit Reporting Act, including the rights discussed above.

CAR-ON-DEMAND PRIVACY NOTICE

Last Updated: 03 April 2021

FREE2MOVE NORTH AMERICA, INC. (“FREE2MOVE,” “Company,” “we,” “our,” or “us”) values your privacy in offering a digital platform that allows eligible customers to arrange and pay for access to and use of certain designated vehicles (hereinafter, the “Car-On-Demand Services”). This Car-On-Demand Privacy Notice (the “Privacy Notice” or “Notice”) explains FREE2MOVE’s collection, use and disclosure of personal information related to the Car-On-Demand Services, and other services, features and technologies we make available via eligible vehicles (each a “Vehicle”).

PLEASE REVIEW THIS PRIVACY NOTICE CAREFULLY AS IT CONTAINS IMPORTANT INFORMATION REGARDING HOW FREE2MOVE MAY ACCESS, RECEIVE, COLLECT, USE AND DISCLOSE PERSONAL INFORMATION (INCLUDING DRIVING DATA AND GEOLOCATION DATA) AS DESCRIBED IN THIS NOTICE. AS A USER OF CAR-ON-DEMAND SERVICES, YOU CONSENT TO OUR RETRIEVAL OF INFORMATION FROM YOUR VEHICLE, OUR INSTALLATION OF OVER-THE-AIR, AUTOMATIC FIRMWARE AND SOFTWARE UPDATES TO YOUR VEHICLE, AND OUR COLLECTION, USE AND SHARING OF PERSONAL INFORMATION RELATED TO CAR-ON-DEMAND SERVICES.

SCOPE AND PURPOSE

Vehicles eligible for Car-On-Demand Services are equipped with various software, sensors, features and other technologies that may generate, store, transmit or permit the retrieval of information from a Vehicle (“Vehicle Data”), which includes information related to the performance, location, operation and use of your Vehicle and the Car-On-Demand Services. This Privacy Notice supplements the Free2Move Privacy Policy (found at <https://www.free2move.com/car-sharing-washington/privacy-policy-free2move-washington.pdf> and incorporated by reference into this Privacy Notice), with respect to our collection, use and disclosure of personal information related to your registration, or subscription for Car-On-Demand Services (“Covered Data”).

COVERED DATA WE COLLECT

We collect Covered Data from a Vehicle as part of the Car-On-Demand Services. The information we collect varies depending upon the circumstances, and includes personal information, as well as other information that is linked or linkable to Vehicle and other drivers of a Vehicle or users of the Car-On-Demand Services.

Categories of Personal Information. Generally, we collect the following categories of personal information (as defined by the California Consumer Privacy Act or “CCPA”) related to the Car-On-Demand Services:

(i) identifiers, such as first and last name, address, phone number, email address, account name, other contact information, IP address, VIN, or other similar identifiers; (ii) customer records, such as payment information, credit card account number and related information; (iii) commercial information, including records of products or services purchased or considered, records from usage of the Car-On-Demand Services, or other purchase or usage histories; (iv) internet or mobile app activity, including, but not

limited to, browsing history, search history, and your interaction with a website, application, or advertisement; (v) geolocation of your Vehicle or device; (vi) audio, visual and other electronic data related to your Vehicle usage or interactions with us; (vii) profiles, inferences and trends derived from the personal information we collect. For more information about our collection, use and disclosure of these categories of personal information pursuant to the California Consumer Privacy Act (CCPA), please go to the ADDITIONAL INFORMATION FOR CALIFORNIA RESIDENTS section below.

Sources of Personal Information. In general, we collect personal information directly from users of the Car-On-Demand Services, from third parties, such as dealers, platform providers, telecom providers, marketing partners and others with whom we work with to make available certain of the Car-On-Demand Services, and automatically related to your use of the Car-On-Demand Services and your Vehicle.

Information Collected from You. We may collect personal information directly from you, such as when you register for an account or communicate with us, related to the Car-On-Demand Services.

- Account, registration and subscriptions. When you activate or register for the Car-On-Demand Services, subscribe to certain features, or otherwise access or use the Car-On-Demand Services, we collect information that you provide us such as your name, email address, phone number, home or work address, and other contact information; VIN and associated Vehicle Data; date of subscription activation; billing information and subscription details and history, including for relevant third-party subscriptions. We may also collect certain optional information, such as your preferences, information about other drivers, demographic information, and other information.
- Customer service and support and other data. When you email, call, otherwise contact us or our designated program administrator or service providers, we maintain records about our interactions and communications with you, including the nature of the request, name and contact information, and information related to the resolution of the request.

Information Related to Features and Services. We make a number of features and services available to you as part of the Car-On-Demand Services, such as remote start, locate a vehicle, roadside and emergency services, navigation, entertainment and voice commands, the ability to set alerts on certain vehicle usage and activities, vehicle health and maintenance reports, wallet services, and personalized offers and services. In some cases, these features are available through an integration by you of certain third-party accounts and services. We maintain information about your use of the Car-On-Demand Services, including which features or services you activate, access and use. Additional information about certain features and the Car-On-Demand Services is described below.

Geolocation Data. In providing the Car-On-Demand Services, we collect precise and non-precise location information, including your Vehicle's GPS location, as well as your mobile device's location information (e.g., if you grant us access to your device's location information in connection with one of our applications, if offered). You acknowledge and agree that it is a material requirement for You to use Car-On-Demand Services that geolocation data is transmitted from your Vehicle to FREE2MOVE on a continuous basis that cannot be disabled or impaired, and in some cases, to third parties, as described herein. Certain of the Car-On-Demand Services (such as Vehicle Finder) may allow you, or other

individuals authorized to use the Car-On-Demand Services for Your Vehicle, to access location information, such as last known location or real-time location for Your Vehicle, and to receive access to reports or alerts about the location and use of Your Vehicle, even when it is being used by others. It is your responsibility to ensure that all users (e.g., other drivers, guests, passengers and occupants) of Your Vehicle know that you and others may be able to access location information (and other information) from Your Vehicle and through the Car-On-Demand Services.

Driving Data. We collect driving data about your Vehicle, such as dates and times of use; speed, acceleration and braking data; direction of travel; trip data (e.g., mileage, date, time, weather conditions); ignition events; steering events; cruise control data; seatbelt status; information about Vehicle incidents or events; other information about how you drive a Vehicle; and associated date/time stamps for such information.

Vehicle, Usage and Performance. We retrieve and collect Covered Data related to your Vehicle's performance and usage, as well as diagnostic and service-related data. This includes information such as odometer, mileage, MPG and emissions data; trouble or error codes, and other diagnostic data; service and maintenance history; engine performance; tire pressure data; weather, temperature and other driving conditions; fuel levels and refueling activity; battery levels and status; images from exterior cameras; other performance, mechanical and operational data; Vehicle settings, commands and presets, points of interest, and other information about your use of certain features; and associated date/time stamps for such information.

App and Website Data. When you use or access the Car-On-Demand Services via mobile apps, websites or online services that we make available to you, we and our third-party providers may use cookies, web beacons, log files, and other methods to collect information about your activities and use, including IP address, app identifier, device ID, advertising ID, location information, browser type, device type, domain name, the referring and exiting URLs, the dates and times of access and use; device name and model; operating system type, name, and version; the length of time that you are logged into or using our Services, and the links you click and your other activities. Our servers do not recognize browser do-not-track requests.

Data from Third-Party Providers. Some of the Car-On-Demand Services are provided or supported by non-affiliated entities and service providers ("**Third-Party Providers**"), who may collect and receive personal information about you as part of their provision of the particular feature, service or application, or in order to respond to a request you make via the Car-On-Demand Services (collectively "**Third-Party Services**"). FREE2MOVE may collect information that is related to the performance of the Third-Party Services in your Vehicle and the ways you use these Third-Party Services. The Third-Party Providers that provide these Third-Party Services will collect and receive personal information from you related to the services they provide, subject to their own privacy policies for other purposes as stated in their own privacy policy. FREE2MOVE is not responsible for these third parties' collection, use, and disclosure of your personal information.

Other Drivers. If you permit another driver to drive your Vehicle and/or access or use your Car-On-Demand Services account, then you acknowledge and agree that we may collect Covered Data during their use.

WE MAY USE AND DISCLOSE COVERED DATA, INCLUDING DRIVING DATA AND LOCATION DATA, FOR THE PURPOSES IDENTIFIED BELOW, INCLUDING TO PERSONALIZE OUR SERVICES AND SEND MORE RELEVANT INFORMATION, OFFERS, ALERTS AND UPDATES.

USE OF COVERED DATA

Generally, we use the Covered Data (including personal information) for the following purposes:

- Providing and improving products services: to provide, maintain, and improve the Car-On-Demand Services and our other products and services; to make available certain features and services, such as personal Drive Ratings, Vehicle Health Reports, Roadside Assist, Remote Start and Vehicle Finder; to develop new features, products or services; for troubleshooting and maintenance; for warranty, safety, quality and product improvement purposes; to authenticate users; to process your payments; to perform technical operations, such as updating software; to notify emergency service providers; to send you messages relating to the Car-On-Demand Services; and for other customer service.
- Conducting research and analytics: to better understand how users access and use our Car-On-Demand Services, and for other research and analytical purposes, such as to evaluate and improve our Car-On-Demand Services and business operations and to develop additional products, services and features.
- Protecting rights and interests: to protect the safety, rights, property or security of FREE2MOVE, the Car-On-Demand Services, any third party, or the general public; to detect, prevent or otherwise address fraud, security or technical issues; to prevent or stop activity that we, in our sole discretion, consider to be, or to pose a risk of being, an illegal, unethical or legally actionable activity; to use as evidence in litigation; and to enforce this Privacy Notice or the applicable terms of use.
- Complying with legal obligations: to comply with applicable legal or regulatory obligations, including as part of a judicial proceeding; to respond to a subpoena, warrant, court order or other legal process; or as part of an investigation or request, whether formal or informal, from law enforcement or a governmental authority.
- Supporting our general business operations: related to the administration of our general business, accounting, recordkeeping and legal functions, or in connection with a business transfer. As part of our routine business administration, such as employee training, compliance auditing and similar internal activities.
- Marketing and communications: to communicate with you about your account and use of our Car-On-Demand Services via email and push notification, as well as SMS text (with your consent) including to send you product updates; to respond to your inquiries; to provide you with news and newsletters, special offers, promotions and other information we think may interest you, including information about third-party products and services; and for other informational, marketing or promotional purposes. Please see the [Your Rights and Choices](#) section for more information about how to change your communications preferences.

- Personalizing content and ads: to personalize the information and content we display to you, including marketing, promotional and sponsored content, as well as providing you with more relevant ads.

DISCLOSURE OF COVERED DATA

We disclose Covered Data, in order to provide and improve our products and services, reach users with more relevant information and offers, for warranty and safety purposes, to make available third-party offers you may be interested in, and as otherwise set out below.

Affiliates, Vendors and Providers. We disclose personal information to our vendors and others who we work with to make certain services available, such as:

- Affiliates: to our affiliates or subsidiaries; however, if we do so, their use and disclosure of your personal information will be subject to this Privacy Notice.
- Our vendors: to third-party vendors, service providers, contractors, or agents who use such data in order to perform functions on our behalf.
- Providers of third-party services: to Third-Party Providers, including, for example, roadside assistance providers, providers of navigation and traffic services, and emergency service providers and responders. The use of your personal information by Third-Party Providers will be subject to their respective privacy policies and term, and is not governed by this Privacy Notice.

Other Drivers. If you are a Car-On-Demand Services subscriber and permit another eligible driver to register as a driver per Car-On-Demand Services program rules or to otherwise access and use your Car-On-Demand Services account, then you acknowledge and agree that such individual(s) may have access to your account and associated Covered Data and may be able disclose or submit requests related to the Car-On-Demand Services.

Select Third Parties. We may disclose certain Covered Data to select third parties who may use this data for their own research, development and analytics purposes, such as to better understand aggregate driving and traffic patterns, update maps and route details, analyze road conditions, and identify offers you may be interested in. Please see the [Your Rights and Choices](#) section below for details on how to opt out of our sharing of your personal information with third parties.

Upon Your Request. We may share Covered Data with your consent or as directed by you. For example:

- With your consent: we may share your Covered Data with a Third-Party Provider where you choose to take advantage of a third-party offer or opt-in to certain third-party programs or services through the Car-On-Demand Services, or if you authorize certain third parties to access your Covered Data. For example, we may work with insurance companies that make available usage-based insurance programs; if you opt-in to receive usage-based insurance offers or quotes through the Car-On-Demand Services or you provide an insurer or other third party with authorization to access your Covered Data from us, we may share Covered Data with them as authorized by you.

- Upon your request: if you or another Vehicle user chooses to communicate with or send information to others through the Car-On-Demand Services, such as to share your Vehicle location information with a contact, information will be shared as directed.

Our Business and Operational Purposes. In addition, we may disclose Covered Data in support of our business and operational purposes, including:

- Business transfers: as part of any merger, acquisition, financing, sale of company assets or interests in the respective company, or in the case of insolvency, bankruptcy or receivership, including during negotiations related to such business transfers.
- Protecting rights and interests: to protect or defend the safety, rights, property or security of FREE2MOVE, third parties or the general public, including to protect the Car-On-Demand Services, to detect, prevent, or otherwise address fraud, security, technical issues or other activity which we, in our sole discretion, consider to be, or to pose a risk of being, illegal, unethical or legally actionable activity. We may also use Covered Data as evidence in litigation in which we are involved, and as necessary to enforce this Notice or the applicable terms of use and other applicable agreements with you.
- Complying with legal obligations: to comply with applicable legal or regulatory obligations, including as part of a judicial proceeding, in response to a subpoena, warrant, court order, or other legal process, or as part of an investigation or request, whether formal or informal, from law enforcement or a government official.

Aggregate and De-Identified Information. We also may use and disclose aggregate, anonymous, or de-identified information about users for marketing, advertising, research, compliance, or other purposes.

THIRD-PARTY SITES AND SERVICES

Our Services may contain links to third-party websites. Any access to and use of such linked websites is not governed by this Notice, but instead is governed by the privacy policies of those third-party websites. We are not responsible for the information practices of such third-party websites.

SAFEGUARDS

We have implemented a variety of safeguards designed to protect Covered Data from unauthorized access, use or disclosure. However, no method of electronic transmission or storage, is 100% secure. Therefore, we cannot guarantee its absolute security. You should take steps to protect against unauthorized access to your password, phone, and computer by, among other things, signing off after using a shared computer, choosing a robust password that nobody else knows or can easily guess, and keeping your log-in and password private. We are not responsible for any lost, stolen, or compromised passwords, or for any activity on your account via unauthorized password activity.

INFORMATION ABOUT CHILDREN

The Car-On-Demand Services are not directed at children and we do not knowingly collect any personal information from children under the age of 16.

YOUR RIGHTS AND CHOICES

You may review and update much of the personal information that you have submitted by logging into your account and updating your profile information. Please note that we may maintain copies of information that you have updated, modified or deleted, as permitted, in our business records and in the normal course of our business operations, as permitted or required by applicable law. You may also access Vehicle Health Reports, personal Drive Rating, and Vehicle location through your Car-On-Demand Services account.

Opting Out – Disclosures of Covered Data. In order to provide the Car-On-Demand Services, we must collect use and disclose certain Covered Data. You can request that we do not share or disclose your Covered Data with third parties by submitting a request codus@free2move.com. Please note that this opt out does not apply to disclosures to Third-Party Providers or others in order to make Car-On-Demand Services available to you, or respond to your request or comply with our legal obligations or disclosures to our agents and service providers; it also doesn't apply to prior disclosures of your Covered Data.

Geolocation Data. You can turn off geolocation data for mobile apps, through your mobile device's privacy settings. In addition, certain features may enable you to turn on/off sharing of geolocation for that feature. However, please note that certain Car-On-Demand Services rely on geolocation data to function; so, turning off geolocation for your app, a feature or your Vehicle will not stop the use of your Vehicle's geolocation data entirely.

Communications Preferences. To update your communications preferences, including phone, text, and email, please contact us at codus@free2move.com.

ADDITIONAL INFORMATION FOR CALIFORNIA RESIDENTS

If you are a California resident, in addition to the Privacy Policy found here (<https://www.free2move.com/car-sharing-washington/privacy-policy-free2move-washington.pdf>), review the Additional Information for California Residents section below for important information about the categories of personal information we collect and disclose, as well as your rights under California privacy laws, including your right to submit a Do Not Sell My Info request (i.e., to opt of the sale of your personal information by us).

1. ADDITIONAL INFORMATION FOR CALIFORNIA RESIDENTS

In this section, we provide additional information to California residents about how we handle their personal information, as required under California privacy laws including the California Consumer Privacy Act ("CCPA"). This section does not address or apply to our handling of publicly available information lawfully made available by state or federal government records or other personal information that is exempt under the CCPA.

A. Categories of Personal Information About California Residents

In this section we describe, generally, how we have collected and disclosed personal information about consumers in the prior 12 months (from the Last Updated date above).

Categories of Personal Information Collected and Disclosed. While our collection, use, and disclosure of personal information varies based upon our relationship and interactions with consumers, the table below identifies the categories of personal information (as defined by the CCPA) we have collected about consumers, as well as how we may disclose such information for a business purpose. For more information about the business and commercial purposes for which we collect, use and disclose personal information, please see the Use of Personal Information and the Disclosure of Personal Information sections see the relevant sections here: <https://www.free2move.com/car-sharing-washington/privacy-policy-free2move-washington.pdf>.

<u>Category</u>	<u>Description</u>	<u>Categories of Third Parties to Whom We May Disclose this Information</u>
Identifiers	Includes direct identifiers, such as name, alias, user ID, username, account number, unique personal identifier, online identifier, VIN, license plate, IP address and other online identifiers or unique identifiers, email address, phone number, address and other contact information, account name, SSN, driver's license number, passport number and other government identifiers, or other similar identifiers.	• service providers • advisors and agents • government entities and law enforcement • affiliates and subsidiaries • advertising networks • analytics providers • social networks • platform providers • telecom providers
Customer records	Includes personal information such as name, account name, user ID, contact information, education and employment information, SSN and government identifiers, account number, financial or payment information that individuals provide us in order to purchase or obtain our products and services, and other information you provide in order to order a vehicle, obtain warranty or repair services, as well as other information about your purchase or lease of a vehicle.	• service providers • advisors and agents • government entities and law enforcement • affiliates and subsidiaries • platform providers • telecom providers • internet service providers
Commercial information	Includes records of personal property including vehicle ownership, products or services purchased, obtained, or considered, or other purchasing or use histories or tendencies.	• service providers • advisors and agents • government entities and law enforcement • affiliates and subsidiaries • platform providers • telecom providers • internet service providers

Usage data	Includes browsing history, clickstream data, search history, access logs and other usage data and information regarding an individual's interaction with our Websites, mobile apps and Car-On-Demand Services, and our marketing emails and online ads.	• service providers • advisors and agents • government entities and law enforcement • affiliates and subsidiaries • advertising networks • analytics providers • social networks • internet service providers • platform providers • telecom providers
Geolocation data	Includes precise location information about a particular individual, device, or vehicle.	• service providers • government entities and law enforcement • affiliates and subsidiaries • advertising networks • analytics providers • social networks • internet service providers • platform providers • telecom providers
Audio, video and electronic data	Includes audio, electronic, visual, thermal, olfactory, or similar information such as CCTV footage (e.g., collected from visitors to our premises, photographs and images (e.g., that you provide us or post to your profile), call recordings (e.g., of customer support calls), and information collected from your vehicle (including telematics data).	• service providers • advisors and agents • government entities and law enforcement • affiliates and subsidiaries • internet service providers • platform providers • telecom providers
Professional information	Includes professional or employment-related information.	• service providers • advisors and agents • government entities and law enforcement • affiliates and subsidiaries
Education information	Includes information about an individual's educational history.	• service providers • advisors and agents • government entities and law enforcement • affiliates and subsidiaries
Protected classifications	Includes characteristics of protected classifications under applicable laws, such as disability information and medical conditions and information that you	• service providers • advisors and agents • government entities and law enforcement

	voluntarily include in your account profile (e.g., gender, marital status).	• affiliates and subsidiaries
Inferences	Includes inferences drawn from other personal information that we collect to create a profile reflecting an individual's preferences, characteristics, predispositions, behavior, attitudes, intelligence, abilities or aptitudes. For example, we may analyze personal information in order to identify the offers and information that may be most relevant to customers, so that we can better reach them with relevant offers and ads.	• service providers • advisors and agents • government entities and law enforcement • affiliates and subsidiaries • advertising networks • analytics providers • social networks

Do We “Sell” Personal Information? Under the CCPA, a “sale” is defined very broadly to include sharing, disclosing or making available personal information to a third-party in exchange for monetary compensation or other benefits or value. We may share, disclose or make available personal information as follows: Usage Data and Identifiers to third-party advertising networks and analytics providers; Usage Data, Identifiers and Commercial Data about the use of the Car-On-Demand Services to our business partners; and Customer Records, Commercial Information and Inferences to marketing partners so that they may use it to market and sell our services.

Sources of Personal Information. As further described in the *Covered Data We Collect* above, we may collect personal information from the following sources:

- directly from the individual
- advertising networks
- data analytics providers
- social networks
- internet service providers
- operating systems and platforms
- government entities
- data brokers/aggregators
- business and enterprise customers (e.g. fleet services)
- dealers
- platform providers
- telecom providers

B. California Residents’ Rights

CCPA Rights. In general, California residents have the following rights with respect to their personal information:

- Do-not-sell (opt-out): to opt-out of our sale of their personal information. While we may “sell” personal information as defined by the CCPA, we do not sell personal information about California consumers who we know are younger than 16 years old. California residents may opt out of sales of their personal information by us as set forth below.
- Right of deletion: to request deletion of their personal information that we have collected about them and to have such personal information deleted (without charge), subject to certain exceptions.
- Right to know: with respect to the personal information we have collected about them in the prior 12 months, to require that we disclose the following to them (up to twice per year and subject to certain exemptions):
 - categories of personal information collected;
 - categories of sources of personal information;
 - categories of personal information about them we have disclosed for a business purpose or sold;
 - categories of third parties to whom we have sold or disclosed for a business purpose their personal information;
 - the business or commercial purposes for collecting or selling personal information; and
 - a copy of the specific pieces of personal information we have collected about them.
- Right to non-discrimination: the right not to be subject to discriminatory treatment for exercising their rights under the CCPA.

Submitting CCPA Requests. California residents may submit CCPA requests to opt out of sales, requests to know (access), and requests to delete their personal information through one of the following methods:

- Online here at codus@free2move.com
- By phone at +1 844-543-7332

In addition, you may opt out of third-party tags and cookies on our Websites using our cookie preference manager, which you can access by clicking the “Cookie Settings” link in the footer of our Websites.

When you submit a request to know or a request to delete, we will take steps to verify your request by matching the information provided by you with the information we have in our records. You must complete all required fields on our webform or otherwise provide us with this information via the above toll-free number. In some cases, we may request additional information in order to verify your request or where necessary to process your request. If we are unable to adequately verify a request, we will notify the requestor. Authorized agents may also submit requests on behalf of consumers using the online form

above; authorized agents will be required to provide proof of their authorization and we may also require that the relevant consumer directly verify their identity and the authority of the authorized agent.

Your Privacy Rights Under California Shine the Light Law. Under California’s “Shine the Light” law (Cal. Civ. Code § 1798.83), California residents who provide us certain personal information are entitled to request and obtain from us, free of charge, information about the personal information (if any) we have shared with third parties for their own direct marketing use. Such requests may be made once per calendar year for information about any relevant third-party sharing in the prior calendar year. To submit a “Shine the Light” request, email us at codus@free2move.com, and include in your request a current California address and your attestation that you are a California resident.

UPDATING THIS POLICY

We may change this Notice at any time. If we make material changes to this Notice or how we handle your personal information, we will endeavor to provide notice to you, such as by changing the effective date of the Notice or notifying you at your email address of record. By continuing to use the Car-On-Demand Services, you are deemed to consent to the then-current Notice. We recommend that you check back and review this Notice from time to time.

CONTACTING US

To contact us with any questions, concerns or requests related to this Notice or Covered Data, please email us at codus@free2move.com.

CAR-ON-DEMAND**CUSTOMER RULES**

Last Updated: 14 April 2021

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1. YOUR ENROLLMENT IN CAR-ON-DEMAND

You must meet *all* of the following eligibility requirements in order to enroll and participate in CAR-ON-DEMAND and to obtain a vehicle from the program (hereinafter, a “Subscribed Vehicle”), subject to Your acceptance of the terms of the “Car-On-Demand Customer Agreement”:

- You must have a valid driver’s license that is current, unrestricted, and in good standing with the state issuing the license.
- You must have a valid US driver’s license that is current, unrestricted, and in good standing with the state issuing the license.
- *No one under 25 years of age or over 70 without medical certificate*
- *You must maintain a good driving record, and have:*
 - *No more than 2 moving violations in the prior 3 years*
 - *No more than 3 moving violations in the prior 5 years*
 - *No more than 1 at-fault accident in the prior 3 years*
 - *None of the following violations in the prior 5 years:*
 - *Driving under the influence*
 - *Vehicular manslaughter*
 - *Leaving the scene of an accident*
 - *Reckless driving*
 - *Driving while suspended*
 - *Suspended license*

- *MVR checks to be run at time of driver joining platform and then repeated every year*
- You must accurately, truthfully, and fully complete the required Application process with FREE2MOVE NA or its designee and deliver all information and documents requested in the Application or otherwise (including but not limited to: (i) motor vehicle record; (ii) valid email address; (iii) valid telephone number; and (iv) proof of residency), and, if approved, successfully accept the “Car-On-Demand Customer Agreement” in the electronic format made available to you.

We reserve the right to assess additional criteria in our discretion in determining whether to Approve Your Application to participate in CAR-ON-DEMAND.

2. YOUR CAR-ON-DEMAND ACCOUNT

You must provide full, accurate, and truthful information when Applying to enroll in CAR-ON-DEMAND and Applying to enroll in and use a CAR-ON-DEMAND Service.

You are responsible for ensuring that Your customer information is current at all times. You must report any changes in Your customer information to FREE2MOVE NA within 24 hours via the CAR-ON-DEMAND Platform. Such changes include, without limitation:

- Your e-mail address, mailing address, mobile phone number, and any other Account Information or contact information as required for Your access to, and use of, the specific CAR-ON-DEMAND Services;
- Your payment method information;
- The expiration of Your driver’s license or any other modification, suspension, revocation or other restriction related to driving imposed upon Your driver’s license; and/or
- The failure to meet any Customer eligibility requirement as may be established by FREE2MOVE NA from time to time.

We reserve the right to use the customer information that You provide to FREE2MOVE NA to communicate with You about Your enrollment in CAR-ON-DEMAND and Your account and to share that information with FREE2MOVE NA’s contractors and agents so that they also may communicate with You about CAR-ON-DEMAND Services. We may deliver notices to You using Your account and/or account information and those notices will be considered valid even if such account information is no longer current. We also may use Your account information to tell You about other of our products and services unless You have asked not to receive marketing emails from us.

3. Your Appointment of Secondary Drivers

Typically, You will be listed as the primary driver. At your request, we may authorize up to one (1) Secondary Driver at any one time during the course of Your enrollment in CAR-ON-DEMAND. Anyone who is expected to be driving a Subscribed Vehicle habitually or for a period of more than a few minutes or one-time emergency use should be Appointed and must be Approved by us as a Secondary Driver.

Any Secondary Driver that You Appoint must be Approved by us using the same eligibility criteria for You as described in Section 1 above, and You may have to pay additional fees for each Secondary Driver.

You can request the authorization of a Secondary Driver as part of Your initial enrollment in CAR-ON-DEMAND or at a later time by using the tools provided on the CAR-ON-DEMAND Platform or by calling us at +1 888-625-2549 or emailing us at codus@free2move.com.

We will require that You provide the name, email, telephone number, address and driver’s license number for each Secondary Driver to be added. We will communicate to You, whether that driver is authorized to access and use the

Applicable CAR-ON-DEMAND Services. We reserve the right to withhold or to withdraw authorization for any Secondary Driver at any time and for any reason in our sole discretion.

4. SELECTING YOUR SUBSCRIBED VEHICLE

You must select Your Subscribed Vehicle, and choose the dates on or during which You would like to use it.

Once your application is approved, you will be ***offered to select a particular model and/or trim line for Your Subscribed Vehicle***. In such circumstances, You will receive a Subscribed Vehicle of that particular model and/or trim line. Please be aware that, in such circumstances, although You will receive a Subscribed Vehicle of the model and/or trim line that You have selected, You may receive a Subscribed Vehicle that is not the particular Subscribed Vehicle that You may have wished to receive. More precisely, we cannot specifically guarantee vehicle trims, features, colors, mileage and model year unless explicitly specified.

For some CAR-ON-DEMAND Services, or for some situations under a CAR-ON-DEMAND Service, You may be allowed or required to select a particular Subscribed Vehicle that has an identifiable vehicle identification number (VIN). In such circumstances, You will receive the particular Subscribed Vehicle that You have selected.

There may be no Subscribed Vehicles available for You to select for the day or days that You have chosen. In such circumstances, You will not be able to use a Subscribed Vehicle for such day or days.

The selection of Subscribed Vehicles that may be made available to You may be limited, and may not include at all times all of the particular models and/or trim lines of possible Subscribed Vehicles. In such circumstances, You will need to select a Subscribed Vehicle from among the Subscribed Vehicles being made available to You, or determine not to select a Subscribed Vehicle at that time.

At the time of the arranged and scheduled hand-off of the Subscribed Vehicle, ~~you~~ and the CAR-ON-DEMAND customer service team may agree upon a Subscribed Vehicle that is different than the one that You selected using the CAR-ON-DEMAND Platform.

5. PICKING UP YOUR SUBSCRIBED VEHICLE

You must arrange and schedule Your receipt of the Subscribed Vehicle. You will use the CAR-ON-DEMAND Platform for this purpose. ***For some CAR-ON-DEMAND Services, or in certain situations under a CAR-ON-DEMAND Service, the CAR-ON-DEMAND Platform may provide You with the location and the time for You to receive the hand-off of Your Subscribed Vehicle.*** If your address and delivery location is within a 30-miles radius of LAX (postal code 90045), we will offer a free delivery of the Subscribed Vehicle. If your address and/or delivery location are outside this radius, you won't be able to subscribe to our service. If you believe your address or location is within the 30-mile radius but got refused on this basis; please contact our customer-service team. We cannot guarantee the convenience of either the location or the time. In addition, please be aware that pursuant to Applicable state or local laws or regulations, You may not be able to receive the hand-off of Your Subscribed Vehicle on certain days of the week.

You must receive delivery of Your Subscribed Vehicle. Either You or an authorized Secondary Driver must personally receive the hand-off of Your Subscribed Vehicle. At the time of the hand-off, You or the authorized Secondary Driver may be required to provide certain identifying information or sign, whether electronically through the CAR-ON-DEMAND Platform or otherwise, documentation associated with Your receipt of the Subscribed Vehicle.

6. AUTOMATIC RENEWALS

YOU ACKNOWLEDGE AND AGREE THAT PAYMENT OF APPLICABLE FEES (INCLUDING TAXES) FOR YOUR ENROLLMENT IN CAR-ON-DEMAND SERVICES IS SUBJECT TO AUTOMATIC RENEWALS AND THAT YOUR ENROLLMENT WILL

AUTOMATICALLY RENEW AT THE END OF EACH MONTH, UNLESS YOU TERMINATE YOUR ENROLLMENT TEN (10) DAYS BEFORE YOUR NEXT PAYMENT DUE DATE. YOUR SUBSCRIPTION ACCOUNT WILL BE BILLED, AND YOUR PAYMENT INFORMATION ON FILE WILL AUTOMATICALLY BE CHARGED AT THE CURRENT RATE IN EFFECT AT THE TIME OF RENEWAL, PLUS TAXES AND OTHER APPLICABLE CHARGES, UNLESS YOUR ENROLLMENT IS CANCELLED BY YOU OR BY US AS ALLOWED BY THIS AGREEMENT. WE WILL CONTINUE TO CHARGE YOUR PAYMENT METHOD ON FILE, IN ACCORDANCE WITH THE APPLICABLE SUBSCRIPTION TERMS, UNTIL YOUR ENROLLMENT IS CANCELLED.

7. RETURNING YOUR SUBSCRIBED VEHICLE

1.1 You must arrange and schedule Your return of Your Subscribed Vehicle. You must use the CAR-ON-DEMAND Platform or call us at +1 888-625-2549 for this purpose. The CAR-ON-DEMAND may provide You with the location and the time at which You must return Your Subscribed Vehicle. Such location may be the location of CAR-ON-DEMAND garage at 12150 Millennium Dr, Playa Vista CA 90094 or Your location, and the time may be a particular time or a time range. We cannot guarantee the convenience of either the location or the time. In addition, please be aware that pursuant to Applicable state or local laws or regulations, You may not be able to return Your Subscribed Vehicle on certain days of the week.

You must return Your Subscribed Vehicle. Either You or an authorized Secondary Driver must personally return Your Subscribed Vehicle. At the time of the return, You or the authorized Secondary Driver may be required to provide certain identifying information or sign, whether electronically through the CAR-ON-DEMAND Platform or otherwise, documentation associated with Your return of the Subscribed Vehicle. In certain situation, it may be possible to arrange for You or an authorized Secondary Driver to return Your Subscribed Vehicle by dropping the Subscribed Vehicle off at 12150 Millennium Dr, Playa Vista CA 90094.

You are responsible for returning the Subscribed Vehicle to FREE2MOVE NA in good working order and ready for use by another driver without the need to invest undue effort in cleaning and detailing. In the event that the Subscribed Vehicle does become unexpectedly dirty, You must communicate such information to CAR-ON-DEMAND. Prior to turning in Your Subscribed Vehicle, the Subscribed Vehicle must meet the following standards:

- The Subscribed Vehicle must have a clean interior and exterior which includes vacuuming and must be free of any stickers or decals;
- Any interior damage exceeding the standards of the Company Car Wear Square will be charged to Your Account;
- Subscribed Vehicles with extreme odor (including smoke) will be charged for cleaning;
- Disconnect technology - i.e. mobile devices; and
- The Subscribed Vehicle must have the Owner's Information Kit containing the Subscribed Vehicle literature (owner's manual) that was originally provided with the Subscribed Vehicle and also must be returned with the following:
 - A copy of the Subscribed Vehicle registration;
 - One complete set of keys
 - Remote locking devices (if the Subscribed Vehicle is so equipped); and
 - All other original Subscribed Vehicle equipment (e.g., jack, lug wrench, spare tire and wheel, etc.)

8. INSURANCE FOR SUBSCRIBED VEHICLES

CAR-ON-DEMAND will provide insurance coverage for all the Subscribed vehicles. This coverage is subject to a \$1,500 deductible for which you are responsible for.

The following coverages are included:

Coverage type	Coverage amount
Medical Payments	\$5,000 Limit
Liability	\$200,000 CSL
Uninsured/Underinsured Motorists Bodily Injury and Property Damage	\$200,000 CSL
Physical Damage Comprehensive Coverage	Actual Cash Value ("ACV") coverage with a \$2,000 deductible
Physical Damage Collision Coverage	Actual Cash Value ("ACV") coverage with a \$2,000 deductible

For certain CAR-ON-DEMAND Services, You may be required to provide the primary liability insurance coverage for claims related to Your possession and use of Your Subscribed Vehicle. In circumstances where You are required to provide such primary liability insurance coverage, You will be required to provide primary liability coverage under an insurance policy covering the use of the Subscribed Vehicle that will protect You or any driver You authorize against liability for causing bodily injury or death to others or damaging the property of someone other than You or someone on Your Account.

You also may, where and to the extent permitted by Applicable state law, be liable to us for the loss of use of the Subscribed Vehicle. This loss is based on the number of days it takes to repair the Applicable Subscribed Vehicle and return it to its original condition times the Applicable daily rental payment (less any saved expenses) and diminished vehicle value (which is the difference between the fair market value of the vehicle before it was damaged and after it is repaired).

Vehicle maintenance

You understand that You are not authorized to repair or have the Subscribed Vehicle repaired without our express prior written consent. Maintenance performed without prior authorization will not be reimbursed. Routine maintenance is included within your subscription plan. It is your responsibility to respect the maintenance schedule as defined in the vehicle maintenance book.

Prior to performing any maintenance on the vehicle, You must contact by email or phone Free2move. We will direct you to the closest maintenance provider's partner, based on your contract registration address. If you are required to advance the cost of maintenance, we will reimburse your credit card on file within fifteen (15) business days following your submission to us of proper receipts supporting the transaction.

9. YOUR MAINTENANCE OF SUBSCRIBED VEHICLES

A. General Cleanliness

Subscribed Vehicles must remain in a clean and pristine condition at all times. You must use common-sense standards of cleanliness when using the Subscribed Vehicles which include, without limitation, disinfecting all high-touch surfaces.

B. Wear and Tear

Subscribed Vehicles must be free of excess wear and tear conditions, and as described below, You must ensure that any such excess wear and tear is corrected or repaired on the Subscribed Vehicle. The correction or repair of these items must be corrected or repaired at Your cost.

The excess wear and tear conditions are as follows:

- Scratches (through to metal or primer coats).
- Cosmetic damage greater than two inches in length or width.
- Dents (with paint damage) which are highly visible.
- Unacceptable paint and/or body repairs.
- Undercarriage damage, missing or broken parts, broken glass, structural damage such as to cross members, radiator supports and frame rails, or any condition that indicates a possible safety or emissions problem.
- Excessively soiled interiors or exteriors, stained upholstery or carpets. Objectionable odors, trash and/or debris left in the Subscribed Vehicle.
- A burn that is through the fabric, tears/holes in the carpeting, tears/holes in the upholstery.
- Damaged wheels, mismatched wheel trim, and side well damage that could weaken the tire.
- Evidence of smoking, vaping and/or use of smokeless tobacco in the Subscribed Vehicle.
- Evidence of pets being transported in the Subscribed Vehicle outside of an Approved pet carrier.

10. YOUR OPERATION OF SUBSCRIBED VEHICLES

- No person may operate the Subscribed Vehicle who is not an enrolled CAR-ON-DEMAND customer or Secondary Driver.
- No person may operate the Subscribed Vehicle who has provided false information or who has made or makes false or misleading representations in connection with use of the Subscribed Vehicle (including, without limitation, regarding his/her name, age, driver's license information, address, driving record or other matters).
- No person may operate the Subscribed Vehicle who has a driving history that precludes them from being a customer or Secondary Driver.
- No person may operate the Subscribed Vehicle in violation of any Applicable federal, state, and/or municipal traffic laws, regulations, ordinances, or other laws or regulations.
- No person may operate the Subscribed Vehicle while using a cell phone, including engaging in text messaging while operating or driving the Subscribed Vehicle, or otherwise operating the Subscribed Vehicle in a careless or reckless manner. However, You may use hands free technologies provided in the Applicable Subscribed Vehicle, if permitted by Applicable law.
- No person may operate the Subscribed Vehicle who is under the influence of alcohol or any other intoxicant, drug or medication, the effects of which the operation of a vehicle is prohibited or not recommended.
- No person may operate the Subscribed Vehicle in connection with conduct that could be charged as a felony.
- No person may operate the Subscribed Vehicle for hire, lease, rental, taxi, car or ride sharing, or other similar services, including but not limited to (1) transporting people or property; (2) subleasing; (3) towing or plowing; (4) in any competitive manner, on or off track, or (5) in a driver training activity.
- No person may operate the Subscribed Vehicle in a test drive, or off-road.

- No person may operate the Subscribed Vehicle outside of the United States.
- No person may transfer flammable, poisonous, and/or hazardous materials, weapons, or otherwise dangerous goods in the Subscribed Vehicle.
- No person may operate the Subscribed Vehicle with a manual transmission without the proper experience.
- No person may operate the Subscribed Vehicle when a vehicle warning light is on or there is a mechanical situation which is likely to cause damage to the Subscribed Vehicle.
- No person may operate the Subscribed Vehicle when a customer, Secondary Driver, and/or a passenger is or are not using safety belts as directed.
- No person may operate the Subscribed Vehicle with a total number of occupants that exceeds the number of seating locations equipped with seat belts.
- No person may operate the Subscribed Vehicle with baggage or other items that would cause the vehicle to exceed its manufacturer recommended or legal weight limits.
- No person may operate the Subscribed Vehicle with a child 12 years of age or younger that is not placed in a rear seat, where available, and that is not buckled up in the Appropriate restraint or child seat for their height and weight.

11. PROHIBITED ACTIONS

- Smoking. No person may use tobacco or e-cigarette products in any Subscribed Vehicle.
- Pets. Pets are only permitted inside the Subscribed Vehicle when secured in Approved pet carriers, except in the case of an assistance animal.
- Unauthorized Maintenance. No person may perform unauthorized maintenance on any Subscribed Vehicle.
- Vehicle Modifications. The Subscribed Vehicle may not be modified in any way, including without limitation, installation of trailer hitches or other after-market parts, or tampering or disconnection of the odometer.

12. ADDRESSING ISSUES WITH YOUR SUBSCRIBED VEHICLE

A. Vehicle Not in Proper Working Order

In the event that Your Subscribed Vehicle is not in proper working order, please contact FREE2MOVE NA by calling FREE2MOVE NA at +1 888-625-2549 or emailing FREE2MOVE NA at codus@free2move.com.

B. Emergency Road-Side Assistance

Subscribed Vehicles may require emergency roadside assistance from time to time. FREE2MOVE NA provides access to emergency roadside assistance and support as part of its service. If, however, Your need for emergency roadside assistance results from a breach of the “CAR-ON-DEMAND Customer Agreement” or a violation of these CAR-ON-DEMAND Customer Rules, You may be charged for the costs of the service.

C. Mechanical Issues

In the event of any mechanical issue involving the Subscribed Vehicle, You must report the issue to FREE2MOVE NA within 24 hours via the CAR-ON-DEMAND Platform or emailing FREE2MOVE NA at codus@free2move.com should any of the following occur:

- Breakdown or mechanical failure of the Subscribed Vehicle;
- Indications that the Subscribed Vehicle may be in need of maintenance or repair (such as warning lights, unusual noises, or other indications); and/or
- Accident, damage or theft of the Subscribed Vehicle.

Failure to notify FREE2MOVE NA of any such events may result in the immediate suspension or termination of Your access to and use of any CAR-ON-DEMAND Service, as well as You being responsible for any damages resulting from Your continued use of the Subscribed Vehicle despite such irregularities.

D. Accidents

In event of any accident involving the Subscribed Vehicle, You should find a safe location and immediately call 911 to report the accident. You must report such accident to the local police authorities, and obtain an official police report at the time of the accident. You will be required to provide CAR-ON-DEMAND with a copy of the police report.

Once all emergencies and safety issues have been handled, You may contact FREE2MOVE NA by calling FREE2MOVE NA at +1 888-625-2549 or emailing FREE2MOVE NA at codus@free2move.com. You will be required to provide FREE2MOVE NA with the following information:

- The date, time, and place of the accident or incident;
- The name, address, date of birth and driver's license number of all people involved (including all drivers, passengers, witnesses and other people involved);
- The insurance policy number and name and phone number for the insurance company and agent on all vehicles involved (regardless of any assessment of fault)
- Pictures and/or videos of the scene including all cars and property involved in the accident;
- The license plate numbers of any other vehicles involved, their make and year, and their vehicle identification number; and
- A summary of the circumstances of the accident or incident.

You agree to cooperate fully with FREE2MOVE NA in the investigation and defense of any claim or lawsuit arising from any accident. FREE2MOVE NA may suspend Your access to and use of any CAR-ON-DEMAND Service, and Your use of Subscribed Vehicles and services, in its sole business judgment, until any investigation has been concluded.

You acknowledge and agree that any accident involving a Subscribed Vehicle may be reported to the Applicable insurance company or other rating agency and remain a part of Your personal driving history for an indefinite period of time. **YOU ALSO ACKNOWLEDGE AND AGREE THAT FREE2MOVE NA IS NOT RESPONSIBLE FOR ANY MEDICAL OR OTHER COSTS ASSOCIATED WITH ANY INJURY SUSTAINED BY YOU OR ANY OTHER PERSON AS A RESULT OF ANY ACCIDENT WHILE THE SUBSCRIBED VEHICLE IS IN YOUR POSSESSION AND YOU HEREBY WAIVE ANY AND ALL CLAIMS AND AGREE TO INDEMNIFY AND HOLD FREE2MOVE NA HARMLESS AGAINST ANY COSTS OR DAMAGES ARISING OUT OF SUCH CLAIMS.**

13. SUSPENSION OR TERMINATION

You or any Secondary Driver on Your Account may be disqualified or removed from Your Account, whether at the time of initial enrollment or at any later time during the course of Your access to and use of any CAR-ON-DEMAND Service, if:

- You or any Secondary Driver engage in any unauthorized or illegal activity with the Subscribed Vehicle.

- You or any Secondary Driver submit any false information including, but not limited to, the name, date of birth, driver's license, credit card, insurance or other personal information.
- You are no longer residing or working within the distance of an authorized pickup or drop off location that may be required for the CAR-ON-DEMAND Service that You are using.
- You or any Secondary Driver submit a claim, or respond to a claim (for example about damage to the Subscribed Vehicle), with false or misleading information.
- You or any Secondary Driver drive the Subscribed Vehicle without a valid, unrestricted driver's license.
- You or any Secondary Driver on Your Account receive a felony conviction or DUI in any jurisdiction.
- You or any Secondary Driver on Your Account attend traffic school more than twice within the last four (4) years.
- You or any Secondary Driver on Your Account have Your driving privilege suspended or revoked within the last four (4) years.
- You or any Secondary Driver on Your Account have more than two (2) accidents where You were at fault or more than three (3) moving violations in the last four (4) years.
- You fail to pay any sum due under the terms of the "CAR-ON-DEMAND Customer Agreement" for a period of more than ten (10) days.
- You or any Secondary Driver on Your Account fail to comply with the Applicable Program Rules.
- You or any Secondary Driver on Your Account engage in any activities or conduct that FREE2MOVE NA determines, in its reasonable business judgment, to be inappropriate, negligent, offensive, abusive or otherwise unacceptable.
- You are not paying Your debts as such debts generally become due, You become insolvent or file or have filed against You a petition under any bankruptcy, insolvency law or similar law that is unresolved within sixty (60) days of the filing of such petition, You propose any dissolutions, liquidation, financial reorganization or recapitalization with creditors, You make a general assignment for the benefit of creditors, and/or a receiver, trustee, custodian or similar agent is Appointed for You or takes possession of any of Your property or businesses.
- You or any Secondary Driver on Your Account fail to timely report an accident or incident to FREE2MOVE NA in accordance with the Program Rules.
- You or any Secondary Driver on Your Account refuse a sobriety or breathalyzer test while driving the Subscribed Vehicle.
- You or any Secondary Driver on Your Account engage in texting while driving.
- You or any Secondary Driver on Your Account engage in off-road use of the Subscribed Vehicle.
- You or a Secondary Driver demonstrate, upon FREE2MOVE NA's review of the Applicable driving history in its totality and in its sole business judgment, a lack of responsible and safe operation of a motor vehicle.
- You or any person with access to Your Account distributes viruses or any other technologies such as cancel bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, backdoors, packet or IP spoofing, forged routing or electronic mail address information, or similar methods or technology that may disrupt or interfere with the operation of FREE2MOVE NA's CAR-ON-DEMAND Platform, or harm us or the interest or property of others.

- You or any person with access to Your Account bypasses robot exclusion headers, interferes with the working of FREE2MOVE NA's CAR-ON-DEMAND Platform, or imposes an unreasonable or disproportionately large load on FREE2MOVE NA's infrastructure.
- You or any person with access to Your Account systematically retrieves data or other content from FREE2MOVE NA's CAR-ON-DEMAND Platform to create or compile, directly or indirectly, in single or multiple downloads, a collection, compilation, database, directory, or the like, whether by manual methods, through the use of bots, crawlers, spiders, or otherwise.
- You or any person with access to Your Account uses, displays, mirrors, or frames the CAR-ON-DEMAND Platform or any individual element within the CAR-ON-DEMAND Platform, FREE2MOVE NA's name, or any FREE2MOVE NA trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page in the CAR-ON-DEMAND Platform, without FREE2MOVE NA's express written consent.
- You or any person with access to Your Account attempts to probe, scan, or test the vulnerability of any of FREE2MOVE NA's system or network to breach any security or authentication measures.
- You or any person with access to Your Account avoids, bypasses, removes, deactivates, impairs, descrambles, or otherwise circumvents any technological measure implemented by FREE2MOVE NA or the CAR-ON-DEMAND Platform or any other third party to protect the CAR-ON-DEMAND Platform.
- You or any person with access to Your Account attempts to decipher, decompile, disassemble, or reverse engineer any of the software used on the CAR-ON-DEMAND Platform.
- You or any person with access to Your Account endeavors to circumvent a suspension, termination or closure of Your Account, including, but not limited to, creating a new account to circumvent an account suspension or closure.

CAR ON DEMAND

ADDITIONAL FEES & CHARGES

Last Updated: September 7th 2021

Administrative	Charges for any other cost, fee, or expense, including any administrative expenses, incurred by FREE2MOVE NA with respect to Your use of the Subscribed Vehicle as reasonably determined by FREE2MOVE NA from time to time	Actual Cost
Cleaning	Charges for the actual costs for reasonable cleaning fees FREE2MOVE NA incurs for cleaning the Subscribed Vehicle's interior if You return the Subscribed Vehicle with any stains, dirt, odor (including cigarette, cigar, pipe, marijuana and or/vaping smells), or soiling attributable to Your use of the Subscribed Vehicle that cannot be cleaned with FREE2MOVE NA's standard post-return procedures, as determined in FREE2MOVE NA's sole business judgment.	Actual Cost
Excess Mileage	Charges for any miles driven over the included mileage of your subscription	\$0.50 per mile plus applicable tax
Fuel	Actual costs or charges for gasoline purchased by FREE2MOVE NA to fill the gasoline tank of the Subscribed Vehicle if the vehicle is returned with less than a full tank of gas.	Actual Cost plus a \$25 administrative fee-plus applicable tax
Insurance Deductible	Deductible charge relating to any insurance claim made by FREE2MOVE NA arising out of Your use of a Subscribed Vehicle	\$2,000.00 plus applicable tax
Key or Key Fob	Charges per key or key fob that You (a) fail to return to return to FREE2MOVE NA or (b) return in a damaged or non-functional state	Actual cost of key replacement
Late Payment	For any Subscription Fees or other fees that are not paid when due, FREE2MOVE NA may assess a service charge to Your account on any delinquent amount	5% on any delinquent amount
Late Return	Charges for late return of the Subscribed Vehicle per day or portion thereof for each day beyond the return date for the Subscribed Vehicle if You fail to timely return the Subscribed Vehicle	\$70.00 per day or portion thereof plus applicable tax
Off-Site Vehicle Inspection	Charges if You elect to have an inspection of a Subscribed Vehicle performed at a location other than our address	\$50.00 plus applicable tax
Secondary Driver – Monthly	Application fee for each additional driver You request to be added on to Your Account	\$0
	For each month there is a Secondary Driver on Your account; applies to each Secondary Driver	\$0
Owner's Manual	Failure to return the owner's manual for the Subscribed Vehicle with the Subscribed Vehicle	Up to \$100.00 plus applicable tax

Tolls, Citations, Tickets and Penalties	Actual costs or charges incurred for all tolls, citations, tickets, penalties, fines and/or similar charges, including attorneys' fees and expenses incurred by you related to your use of the Subscribed Vehicle. Plus credit card processing fees. Note: These may be charged after you return the vehicle	Actual Cost + credit card processing fee or Charge
Vehicle Repair	Charges for the actual charges for reasonable vehicle repairs FREE2MOVE NA incurs for the Subscribed Vehicle or for the replacement of the Subscribed Vehicle where repairs are not possible if You return the Subscribed Vehicle with damage to the its interior or exterior and such charges are either: (A) not covered by the insurance policy provided to You pursuant to Your Subscription Plan, or (B) are incurred due to You returning the Subscribed Vehicle to a location other than the required location	Actual Cost

CAR-ON-DEMAND

CUSTOMER AGREEMENT

Last Updated: September, 7th 2021

PLEASE READ THIS AGREEMENT CAREFULLY AS IT CONTAINS IMPORTANT INFORMATION ABOUT LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. BY CHOOSING "ACCEPT" OR OTHERWISE ACCESSING OR USING THE CAR-ON-DEMAND SERVICES, YOU AGREE TO COMPLY WITH AND BE BOUND BY THE ENTIRETY OF THIS AGREEMENT. IF YOU DO NOT ACCEPT ALL OF THE PROVISIONS OF THIS AGREEMENT, YOU ARE NOT AUTHORIZED TO ACCESS AND USE (AND MUST REFRAIN FROM USING) ANY CAR-ON-DEMAND SERVICES.

THIS AGREEMENT CONTAINS A DISPUTE RESOLUTION AND ARBITRATION PROVISION, INCLUDING CLASS ACTION WAIVER THAT AFFECTS YOUR RIGHTS UNDER THIS AGREEMENT AND WITH RESPECT TO DISPUTES YOU MAY HAVE WITH US.

ABOUT THIS AGREEMENT. This CAR-ON-DEMAND Customer Agreement, along with all other agreements, rules, policies, and procedures expressly incorporated into this Agreement by reference, including, without limitation, the CAR-ON-DEMAND Customer Rules ("**Customer Rules**") and the CAR-ON-DEMAND Privacy Notice (US) ("**Privacy Notice**"), as any or all may be amended, revised, modified, and/or updated from time-to-time, constitute a legally binding agreement (the "**Agreement**") between FREE2MOVE NORTH AMERICA INC.(hereinafter referred to as "**FREE2MOVE NA**", "**we**", "**us**" or "**our**") and you (hereinafter referred to as "**You**," "**Your**," or "**Yourself**") regarding Your access to and use of the CAR-ON-DEMAND Services.

ABOUT CAR-ON-DEMAND SERVICES.

- We offer a digital platform through which it offers certain services that allow individuals (each, a "**Customer**," and, collectively, "**Customers**") like You to arrange and pay for access to and use of certain designated vehicles (each, a "Subscribed vehicle," and, collectively, "Subscribed vehicles").
- The services that we offer are collectively referred to as "**CAR-ON-DEMAND Services**," and each individual service is referred to as a "**CAR-ON-DEMAND Service**."
- You may learn more about CAR-ON-DEMAND Services through our website located at <https://www.free2move.com/en-US/car-on-demand> (the "**CAR-ON-DEMAND Website**").
- The CAR-ON-DEMAND Website and all of our other associated digital properties and platforms are collectively referred to as the "**CAR-ON-DEMAND Platform**." You may enroll in a CAR-ON-DEMAND Service through the CAR-ON-DEMAND Platform.

CAR-ON-DEMAND Customer Agreement

- ***Please be aware that we may not offer all CAR-ON-DEMAND Services in all states or to all Customers. In addition, we may offer some or all CAR-ON-DEMAND Services on a pilot and limited term basis only.***

YOUR USE OF SUBSCRIBED VEHICLES.

- This Agreement governs Your use of any Subscribed vehicle that may be provided to You, either directly or through our designated program administrator, as part of a CAR-ON-DEMAND Service.
- Subscribed vehicles may be equipped with systems that provide access to (1) location information; (2) crash notification and related crash data and (3) operational condition, mileage, diagnostic and performance reporting of Subscribed vehicles. BY DRIVING A SUBSCRIBED VEHICLE AND USING ANY CAR-ON-DEMAND SERVICE, YOU CONSENT TO SUCH TRACKING. If the car is equipped with such system, such as an OBD II dongle, You are not allowed to unplug or otherwise disable such device. Unplugging or disabling a device will trigger an alert in our system.

INSURANCE FOR SUBSCRIBED VEHICLES. All use of a Subscribed vehicle are covered by liability insurance as set forth in your member guide or other supporting documentation. For certain CAR-ON-DEMAND Services, You may be required to provide primary liability insurance coverage for use of a Subscribed vehicle, and You will not be permitted to use any Subscribed vehicle unless and until You provide evidence of such primary insurance coverage. Please see the “CAR-ON-DEMAND Customer Rules” for additional information regarding insurance.

VEHICLE DATA AND PERSONAL INFORMATION. Subscribed vehicle include and are activated for connected services and features, which enables the collection, retrieval and transmission of data from the Subscribed vehicles related to the performance and usage of the Subscribed vehicles and associated features and services (“**Vehicle and Usage Data**”), and enables us to push information and updates to such Subscribed vehicles. Vehicle and Usage Data and personal information may also be viewed, accessed, and used by service providers or third parties subject to their respective privacy policies. **YOU ACKNOWLEDGE AND AGREE THAT WE MAY (I) ACCESS, COLLECT, RETRIEVE, USE, RETAIN AND SHARE GEOLOCATION, DRIVING BEHAVIOR DATA AND OTHER VEHICLE AND USAGE DATA, AS WELL AS OTHER PERSONAL INFORMATION ABOUT YOU AND ANY SECONDARY DRIVER (DEFINED BELOW); AND (II) PUSH FIRMWARE AND SOFTWARE INSTALLATION AND UPDATES AND OTHER INFORMATION TO SUCH SUBSCRIBED VEHICLES.**

YOUR APPOINTMENT OF SECONDARY DRIVERS. You have the option to request that additional drivers (each a “**Secondary Driver**”) be authorized by us subject satisfaction of the eligibility and other requirements established by us from time to time and payment of any applicable fees. Please see the “CAR-ON-DEMAND Customer Rules” for additional information about Secondary Drivers.

YOUR LEGAL CAPACITY TO ACCEPT THIS AGREEMENT. You must have the legal capacity to accept this Agreement.

HOW YOU MAY ACCEPT THIS AGREEMENT. You accept the Agreement when You do any of the following: (A) accept the Agreement through any printed, oral, or electronic statement or electronic process, including through the CAR-ON-DEMAND Platform or any other part of the CAR-ON-DEMAND Platform; (B) attempt

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to or in any way access or use any CAR-ON-DEMAND Service; (C) pay for use of CAR-ON-DEMAND Services or Subscribed vehicles provided in connection with CAR-ON-DEMAND Services; or (D) open any package or start any program that says You are accepting the Agreement when doing so. If You don't want to accept the Agreement, don't do any of these things.

ELECTRONIC SIGNATURE AND DISCLOSURE CONSENT NOTICE. You agree to the use of electronic documents and records in connection with Your use of the CAR-ON-DEMAND Services and all future documents and records in connection with the CAR-ON-DEMAND Services—**including without limitation this electronic signature and disclosure notice**—and that this use satisfies any requirement that we provide You these documents and their content in writing. **If You do not agree, do not accept this Agreement.**

- You may (i) obtain a paper copy of this Agreement (free of charge), (ii) withdraw Your consent to the use of electronic documents and records, or (iii) update Your contact information by communicating with us as at codus@free2move.com.
- If You withdraw Your consent to the use of electronic documents and records, we may cancel Your Agreement and deactivate the CAR-ON-DEMAND Services, and You will not be entitled to a refund for any unused portion of the Services.
- To receive or access electronic documents and records, You must have the following equipment and software: (i) a device that is capable of accessing the Internet; (ii) an Internet browser that supports HTML 4.0 and 128-bit SSL encryption; and (iii) software that permits You to receive and access Portable Document Format or “PDF” files and email. To retain documents and records, Your device must have the ability to download and store PDF files. Your access to this page verifies that Your system and device meets the above receipt, access, and retention requirements.

YOUR PRIVACY. Any information that we collect from or about You or a Secondary Driver will be used, disclosed and otherwise processed as explained in the Privacy Notice, which is available at <https://www.free2move.com/en-US/legal-information> and may be updated from time-to-time. We also will share personal information about You and any Secondary Driver(s) with our insurance carrier.

WE RESERVE THE RIGHT TO AMEND, REVISE, MODIFY, AND/OR UPDATE THIS AGREEMENT, INCLUDING THE CUSTOMER RULES, AND ALL CAR-ON-DEMAND SERVICES.

- We reserve the right to unilaterally amend, revise, modify, and/or update the terms and conditions of this Agreement, including the “CAR-ON-DEMAND Customer Rules”, at any time for any reason in our sole discretion. ***Please be aware that You must comply with any then-current terms and conditions of this Agreement, including the “CAR-ON-DEMAND Customer Rules”, as they may exist at any given time.***
- If we make a material change to the terms of this Agreement, including to the “CAR-ON-DEMAND Customer Rules”, we will give You written notice by electronic transmission at least thirty (30) days before the date on which such change becomes effective.

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- If You don't agree to the change(s), You may cancel Your enrollment in CAR-ON-DEMAND or the affected CAR-ON-DEMAND Service by using the methods described in Section 7 of this Agreement.
- ***Please note, however, that we may make non-material changes to this Agreement, including to the "CAR-ON-DEMAND Customer Rules", without providing notice, and such non-material changes will become binding terms and conditions of this Agreement.***

YOU HAVE THE RIGHT TO SUSPEND OR CANCEL YOUR ENROLLMENT AT ANY TIME. You may suspend or cancel Your enrollment in CAR-ON-DEMAND or in any CAR-ON-DEMAND Service by calling us at +1 888-625-2549 or emailing at codus@free2move.com. If you choose to suspend or cancel your enrollment in CAR-ON-DEMAND, Your enrollment in all CAR-ON-DEMAND Services also will be suspended or terminated, as the case may be. **Your notice of cancellation must be received ten (10) days advance notice from Your next payment date, otherwise You may be subject to additional charges.** Please see Section 7.3 of this Agreement for additional responsibilities upon suspension or termination.

AUTOMATIC RENEWALS: YOU ACKNOWLEDGE AND AGREE THAT PAYMENT OF APPLICABLE FEES (INCLUDING TAXES) FOR YOUR ENROLLMENT IN CAR-ON-DEMAND SERVICES IS SUBJECT TO AUTOMATIC RENEWALS AND THAT YOUR ENROLLMENT WILL AUTOMATICALLY RENEW AT THE END OF EACH MONTH, UNLESS YOU TERMINATE YOUR ENROLLMENT TEN (10) DAYS BEFORE YOUR NEXT PAYMENT DUE DATE. YOUR SUBSCRIPTION ACCOUNT WILL BE BILLED, AND YOUR PAYMENT INFORMATION ON FILE WILL AUTOMATICALLY BE CHARGED AT THE CURRENT RATE IN EFFECT AT THE TIME OF RENEWAL, PLUS TAXES AND OTHER APPLICABLE CHARGES, UNLESS YOUR ENROLLMENT IS CANCELLED BY YOU OR BY US AS ALLOWED BY THIS AGREEMENT. WE WILL CONTINUE TO CHARGE YOUR PAYMENT METHOD ON FILE, IN ACCORDANCE WITH THE APPLICABLE SUBSCRIPTION TERMS, UNTIL YOUR ENROLLMENT IS CANCELLED.

QUESTIONS. If You have any questions regarding CAR-ON-DEMAND or this Agreement, please contact us by calling us at +1 888-625-2549 or emailing us at codus@free2move.com.

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CAR-ON-DEMAND CUSTOMER AGREEMENT RELATED DOCUMENTS

- CAR-ON-DEMAND Customer Rules
- Fair Credit Reporting Act Disclosure and Authorization
- Privacy Policy
- Additional Fees & Charges

TERMS & CONDITIONS

1. YOUR ELIGIBILITY TO ENROLL IN CAR-ON-DEMAND. To be eligible to enroll in CAR-ON-DEMAND or a CAR-ON-DEMAND Service, You must satisfy the criteria described in the “CAR-ON-DEMAND Customer Rules”. We reserve the right to assess in its sole discretion any additional criteria in determining whether or not to approve any application You may make to enroll in CAR-ON-DEMAND or a CAR-ON-DEMAND Service.

2. YOUR ENROLLMENT IN CAR-ON-DEMAND.

2.1 *To enroll in CAR-ON-DEMAND or a CAR-ON-DEMAND Service, You will need to visit our website at <https://www.free2move.com/en-US/car-on-demand>.*

2.2 *Through the CAR-ON-DEMAND website, You must complete our application process and have Your application approved by us.* You must accurately, truthfully and fully complete the application process and deliver all information and documents requested in the application or otherwise, including but not limited to: (A) motor vehicle record; (B) valid email address; (C) valid telephone number; and (D) proof of residency. You must acknowledge and provide Your authorization on the “Fair Credit Reporting Act Disclosure and Authorization”. We reserve the right to approve or deny enrollment to any person at any time for any reason in our sole and absolute discretion.

2.3 *When You apply to enroll, You authorize us to conduct at any time credit and background checks on You.* When You apply to enroll in CAR-ON-DEMAND, You are providing us with written instructions and authorization in accordance with the Fair Credit Reporting Act or similar laws to obtain Your personal and/or business credit report and/or conduct a background check, including a criminal background check. You also are authorizing us to obtain Your personal and/or business credit report or conduct a background check at any time. You also agree that we can update Your credit score from time to time in at our discretion. We will obtain information from third parties concerning You to decide whether You are eligible to enroll. We, or one of our third party service providers, will be carrying out such checks and we may pass Your personal information to third party agencies for the purposes of carrying out identity and credit checks and they may keep a record of any search that they do. These checks may leave an electronic note or “footprint” on Your record. We agree to provide You access to the CAR-ON-DEMAND Services on the condition that You have and maintain satisfactory credit according to our standards and policies. We may at any time, based on Your credit history, withdraw or change Your access to the CAR-ON-DEMAND Platform or place limits or conditions on Your access to and use of CAR-ON-DEMAND Platform. You agree to provide us updated credit information upon request. We may provide Your payment history and other billing/charge information to any credit reporting agency or industry clearinghouse.

At times Free2move may determine a customer with a **Trans union Auto Risk Score lower than 580**, may still qualify to be part of our Subscription service however in these cases a **deposit must be paid to be held until which time the vehicle is returned and contract ended.**

The subscribed vehicle must be returned in condition it was delivered, with the same fuel amount and washed/cleaned. Any charges resulting in the vehicle not being returned in such fashion will be deducted from the \$4,500 deposit, prior to the funds being released.

2.4 ***You also authorize us to obtain Your driving records from the jurisdiction that issued Your driver's license and in any other jurisdiction that we desire.*** If You do not have a U.S driving license, You are not eligible to use our service. If You do not have a driver's license from the jurisdiction in which You reside, failure to get one when required by applicable law constitutes Your breach of this Agreement. In addition, we reserve the right at any time to require You to demonstrate compliance with the licensing laws of Your jurisdiction of residence and/or to impose further policies regarding the obligation to be licensed in Your jurisdiction of residence. We also reserve the right to request additional information, such as a copy of a passport or proof of address at any time.

2.5 ***When You apply to enroll in CAR-ON-DEMAND, You represent and warrant to us as follows:***

A. You have received all explanations that You may have reasonably requested concerning the CAR-ON-DEMAND Services and the content of this Agreement, and You have carefully reviewed and understand our rights and Your commitments and obligations;

B. You have reviewed and understand the Privacy Notice and acknowledge that any information shared by, or collected from or about, You and any Secondary Driver may be used by us in accordance with the terms of the Privacy Notice as it may be amended from time to time, and may be disclosed to Participating Dealer(s) for the purposes of the Agreement and Your use of a Subscribed vehicle;

C. You have the legal power and authority to enter into this Agreement without consent from any third party and this Agreement has been duly authorized and executed by You;

D. You have not falsely identified yourself nor provided any false information to us, and that all information provided in Your Application and in connection with Your enrollment is true, accurate, unaltered, complete, and correct, and does not intentionally contain any untrue statement or omission of material fact or data;

E. Executing, entering into, and performing Your obligations under this Agreement will not violate any provision of law or any order of any court or any governmental authority to which You are subject, or conflict with, result in a breach of, or constitute a default under any contract or agreement by which You are bound;

F. You will not enter into any agreement with a third party that is inconsistent with any provision of this Agreement; and

G. You are not, nor is any Secondary Driver on Your account, an individual or entity that is (i) listed on the Specially Designated Nationals and Blocked Person List maintained by OFAC, the Department of the Treasury, and/or any other similar lists maintained by OFAC pursuant to any authorizing statute, Executive Order or regulation, HMT's Consolidated List of Financial Sanctions Targets and the Investment Ban List, or any similar list enforced by any other relevant sanctions authority, (ii) a person designated under Section 1(B), (C) or (D) of Executive Order No. 13224 (September 23, 2001), any related enabling legislation or any other similar Executive Order, (iii) currently the subject or target of any Sanctions, or (iv) located, organized or resident in a Designated Jurisdiction.

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2.6 We will alert You of the approval or denial of an application submitted by You or any Secondary Driver.

A. We strive to alert You of the approval or denial of an application within 15 business days. Satisfaction of the eligibility criteria does not automatically grant the right to enroll. Your application may be denied based upon additional criteria established from time to time by us and/or our insurance providers. We reserve the right to approve or deny enrollment to any person at any time for any reason in our sole and absolute discretion.

B. Even if approved for enrollment in a CAR-ON-DEMAND Service, You will not be able to access and use some CAR-ON-DEMAND Services unless and until that service is offered to You, and to the extent applicable, You have submitted an application to enroll in and access and use that CAR-ON-DEMAND Service and had Your application relating to that CAR-ON-DEMAND Service approved by us.

C. You may enroll one (1) eligible Secondary Driver to your account at no additional cost. Only one (1) eligible Secondary Driver at a time may be enrolled on your account at any given time.

2.7 Even if we accept Your application to enroll in CAR-ON-DEMAND, You later may have Your enrollment and/or Your access to any Subscribed vehicles (including those currently in use by You) restricted, suspended, cancelled, or terminated. We reserve the right to restrict, suspend, cancel, and /or terminate Your enrollment at any time for any reason in our sole and absolute discretion, including, without limitation, if You do not continue to meet our eligibility requirements or if You breach this Agreement, including the "CAR-ON-DEMAND Customer Rules", and/or any applicable agreement. You must maintain a good driving record, and we may, from time to time, check Your driving records to confirm Your record and good standing. You also must be in good standing with us.

2.8 You agree to report immediately to us any events that would give rise to our right to restrict, suspend, cancel, or terminate this Agreement, including Your failure to comply with any of the terms and conditions of this Agreement, including the Customer Rules, and/or any applicable agreement. Failure to immediately notify us of any such events, or providing us with any false information, may lead to Your enrollment in CAR-ON-DEMAND Services being restricted, suspended, cancelled, or terminated. Please be advised that, among other things, the occurrence of events that may give rise to our right to restrict, suspend, cancel, or terminate this Agreement or the failure to notify us promptly of any such events, may lead to You not being covered by applicable insurance policies when driving Subscribed vehicles.

3. YOUR CAR-ON-DEMAND ACCOUNT. During enrollment in a CAR-ON-DEMAND Service, You may be required to establish a CAR-ON-DEMAND account. **Your CAR-ON-DEMAND account is personal to You and may not be shared with others except as stated otherwise below.** You are responsible solely for Your user ID and password and any activities that occur through Your account. You are prohibited from giving, lending or allowing other persons to access or use Your account with the exception of Secondary Drivers approved by us. Any unauthorized access or use of Your account must be immediately reported to us by calling +1 888-625-2549 . Failure to comply with this Section may result in the restriction, suspension, cancellation, or termination of Your enrollment in CAR-ON-DEMAND and/or any CAR-ON-DEMAND Service, may void any applicable insurance coverage, and may subject You to liability for any losses, liabilities and damages arising as a result of the unauthorized access or use of Your account and/or

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use of the Subscribed vehicle. Additionally, You will bear the applicable fees and costs of any Subscribed vehicle use and for any damage that results from such unauthorized use and/or breach of this Section. Please see the "CAR-ON-DEMAND Customer Rules" for additional details and responsibilities regarding Your account.

4. YOUR USE OF THE CAR-ON-DEMAND PLATFORM. Your enrollment in CAR-ON-DEMAND will allow You to access and use all or some of the CAR-ON-DEMAND Platform. You will be permitted to access only those portions of the CAR-ON-DEMAND Platform that relate to Your enrollment. Some portions of the CAR-ON-DEMAND Platform may relate to CAR-ON-DEMAND Services not offered in Your state or Your locality or that otherwise are not available to You. You may not access or use the CAR-ON-DEMAND Platform to engage in any activities that violate any law or any right of any other person or entity or otherwise are not expressly permitted by this Agreement.

5. YOUR FEES AND CHARGES

5.1 *You are responsible for paying all fees and charges as follows:*

A. Fees and charges associated with Your enrollment in and access to and use of any CAR-ON-DEMAND Service, including Your appointment of a Secondary Driver, are paid to us.

~~B.~~ Fees and charges associated with Your use of Subscribed vehicles and/or CAR-ON-DEMAND Services provided to You through CAR-ON-DEMAND Services are paid to us.

C. The charges and fees shown on the return record for a Subscribed vehicle are not final and are subject to final review by us. You will pay any undercharge, and You will receive a refund for any overcharge, that is discovered upon such review.

D. Payment is due in full when charged to Your account. If we do not receive payment in full by the date specified, a late payment charge may be charged (See "Additional Fees and Charges").

5.2 *You authorize us to charge You for all amounts due using the payment mechanism made available by us and selected by You.* You are responsible for providing and maintaining current payment information on file with us. Ongoing issues with Your selected method of payment may result in restriction, suspension, cancellation, or termination of Your enrollment in CAR-ON-DEMAND, or restriction, suspension, cancellation, or termination of Your right to access and use any CAR-ON-DEMAND Service or use any Subscribed vehicles. We also may restrict Your payment methods to cashier's check, money order, or other similar secure form of payment at any time in our sole discretion.

5.3 *For some CAR-ON-DEMAND Services or uses of Subscribed vehicles, a preauthorization hold may be placed on Your payment card.* In such case, You consent to the reservation or setting aside of any applicable amounts. You understand that we will authorize the release of any excess reserve or set aside in the manner and at the time set forth in the Customer Rules, and that Your card issuer's rules apply to Your credit line or Your account being credited for such excess, which may not be processed by Your card issuer immediately upon return of the Subscribed vehicle.

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5.4 *You agree to pay all applicable taxes.* You agree to pay all federal, state, and local taxes, fees, and other assessments that we are required by law to collect and remit to the government with respect to Your access to and use of CAR-ON-DEMAND Services or Your use of a Subscribed vehicle. These charges may change from time to time without advance notice. If You are claiming any tax exemption, You must provide us with a valid exemption certificate. Tax exemptions generally won't be applied retroactively.

5.5 *You agree to pay all applicable surcharges.* You agree to pay us all surcharges ("**Surcharges**"), which may include, but are not limited to: various regulatory charges; administrative charges; gross receipts charges and certain other taxes imposed upon us; or charges for the costs that we incur and pass along to You. Surcharges are not taxes, and we are not required to assess them by law. They are charges we choose to collect from You, are part of our rates, and are kept by us in whole or in part. The number and type of Surcharges will be provided on Your invoice and may vary depending upon the location of the billing address and can change over time. We determine the rate for these charges, and these amounts are subject to change as are the components used to calculate these amounts. We will provide You notice of any changes to Surcharges in a manner consistent with this Agreement.

5.6 *If You fail to pay, we have certain rights and remedies that we may exercise.* If Your primary payment method fails or amounts due on Your account are past due, You authorize us to charge all additional payment methods we have on file for Your account, and to employ all legal methods available to collect the amounts, including but not limited to, the engagement of collection agencies or legal counsel. We, or the collection agencies we retain, also may report information about Your account to credit bureaus, and as a result, late payments, missed payments or other defaults on Your account may be reflected in Your credit report. If Your account is past due or if Your payment method provider rejects any payment that is owed to us, we may restrict, suspend, cancel, or terminate Your enrollment in CAR-ON-DEMAND or restrict, suspend, cancel, or terminate Your right to access and any CAR-ON-DEMAND Service or use Dealer Subscribed vehicles. If there are ongoing issues with credit or debit card billings, then Your enrollment in CAR-ON-DEMAND or Your access or use of any CAR-ON-DEMAND Services or use of Subscribed vehicles may be terminated immediately in our sole discretion. We will not be responsible under any circumstances for any overdraft or other fees charged by Your credit card provider or bank. We may use third parties to collect amounts owed by You, and You will be responsible for any collection or similar fees associated with these collection activities.

5.7 *Your Refund Rights.* If Your enrollment in CAR-ON-DEMAND Services is suspended or terminated by You or us for any reason under this Agreement, You are not entitled to a refund. You have no right to a refund if we suspend Your subscription for the CAR-ON-DEMAND Services on the same basis for which we may cancel Your Services.

6. YOUR FEEDBACK AND SUBMISSIONS

6.1 *Any feedback You provide to us regarding CAR-ON-DEMAND Services belongs to us.* You agree that any submissions, feedback, comments, questions, ideas, and suggestions relating to CAR-ON-DEMAND Services (collectively, "**Customer Feedback**") that are made by You (or any other persons using Your account) through any communication, including but not limited to access to and use of the CAR-ON-DEMAND Platform, call, text, or email, will be treated as both non-confidential and non-proprietary. Except as prohibited by applicable law, You hereby assign all right, title, and interest in, and we are free to use, without

any attribution or compensation to You, any Customer Feedback including but not limited to any ideas, know-how, concepts, techniques, or other intellectual property and proprietary rights contained in the Customer Feedback, whether or not patentable, for any purpose whatsoever, including but not limited to, developing, manufacturing, having manufactured, licensing, marketing, and selling, directly or indirectly, products and services using such Customer Feedback. Where the foregoing assignment is prohibited by law, You hereby grant us an exclusive, transferable, worldwide, royalty-free, fully paid up license (including the right to sublicense) to use and exploit all Customer Feedback as we may determine in our sole discretion. Notwithstanding the foregoing, You understand and agree that we are not obligated to use, display, reproduce, or distribute any such Customer Feedback, and You have no right to compel such use, display, reproduction, or distribution.

6.2 *You authorize us to use content You submit to be posted.* Certain areas of the CAR-ON-DEMAND Platform may permit You (or any other person using Your account) to submit information, data, text, messages or other content (including the name submitted with any content) (collectively, **“Customer Submissions”**). By submitting a Customer Submission, You grant to us an irrevocable, perpetual, transferable, non-exclusive, fully-paid, worldwide, royalty-free license (sublicensable through multiple tiers) to (A) use, distribute, reproduce, modify, adapt, publish, translate, publicly perform, and publicly display Your Customer Submissions (or any modification thereto), in whole or in part, in any format or medium now known or later developed; (B) use (and permit others to use) Your Customer Submission in any manner and for any purpose (including, without limitation, commercial purposes) that we deem appropriate in our sole discretion (including, without limitation, to incorporate Your Customer Submission or any modification thereto, in whole or in part, into any technology, product, or service); and (C) display advertisements in connection with Your Customer Submissions and to use Your Customer Submissions for advertising and promotional purposes.

6.3 *Your Customer Feedback and Customer Submissions do not violate the rights of others.* You represent and warrant that: (A) You own or otherwise control all of the rights to the Customer Feedback and Customer Submissions; and (B) use of the Customer Feedback and Customer Submissions by us will not infringe upon or violate the rights of any third party. You agree that You are solely responsible for all of Your Customer Feedback and Customer Submissions and that any Customer Feedback or Customer Submission is considered both non-confidential and non-proprietary. Further, we do not guarantee that You will be able to edit or delete any Customer Feedback or Customer Submission You have submitted.

7. SUSPENSION OR TERMINATION OF YOUR ENROLLMENT OR PARTICIPATION IN CAR-ON-DEMAND

7.1 *Your right to suspend or cancel Your enrollment in CAR-ON-DEMAND or a CAR-ON-DEMAND Service is described the beginning of this Agreement.*

7.2 *We have the right to restrict, suspend, cancel, or terminate Your enrollment in CAR-ON-DEMAND or a CAR-ON-DEMAND SERVICE without notice for the following reasons and as otherwise may be set forth in this Agreement, including the “CAR-ON-DEMAND Customer Rules”:* if You (A) fail to pay any amount due under this Agreement or any applicable agreement, (B) fail to comply with any provision of this Agreement, (C) engage in any activities or conduct that we, in our sole discretion, determines to be negligent, offensive, or abusive; (E) harass, threaten, abuse, offend our employees or agents; (F) provide false, inaccurate, dated, or unverifiable identification or credit information; or (G) are delinquent in paying the Your debts as such debts generally become due, become insolvent, propose any dissolution or liquidation, or make a general assignment or trust mortgage for the benefit of Your creditors. We also have the right to restrict,

suspend, cancel, or terminate Your access to and use of CAR-ON-DEMAND or any CAR-ON-DEMAND Services if we believe Your access to and use of Your account or CAR-ON-DEMAND Services poses an adverse risk to our services, technology, or other Customers. Our suspension of Your account for more than ninety (90) days shall automatically result in termination of Your enrollment in CAR-ON-DEMAND, any CAR-ON-DEMAND Services, and this Agreement. We also reserve the right, at any time and for any reason, to discontinue CAR-ON-DEMAND (in which case this Agreement will terminate) or any CAR-ON-DEMAND Service (in which case this Agreement will no longer apply to that discontinued CAR-ON-DEMAND Service).

7.3 ***When Your enrollment in CAR-ON-DEMAND is suspended, cancelled, or terminated, You agree to cease access to and use of CAR-ON-DEMAND Services and use of Subscribed vehicles and return all property.*** Upon suspension or Termination of Your enrollment in CAR-ON-DEMAND for any reason, all of Your rights to access and use CAR-ON-DEMAND Services and Subscribed vehicles shall immediately terminate. You agree to return immediately to the applicable and designated return location any Subscribed vehicle or any other of our property that You have in Your possession. Restriction, suspension, cancellation, or suspension or termination of this Agreement does not nullify any obligations or liabilities incurred under this Agreement prior to such restriction, suspension, cancellation, or termination, including, without limitation, all payment obligations.

8. DISCLAIMER; LIMITATIONS OF LIABILITY

8.1 ***We do not endorse nor are liable for third-party services.*** The CAR-ON-DEMAND Platform may contain links to third-party websites or resources ("**Third-Party Services**"). Such Third-Party Services may be subject to different terms and conditions and privacy practices. We are not responsible or liable for the availability or accuracy of such Third-Party Services, or the content, products, or services available from such Third-Party Services. Links to such Third-Party Services on or through the CAR-ON-DEMAND Platform, even if placed upon the CAR-ON-DEMAND Platform by us, are not an endorsement by us of such Third-Party Services.

8.2 ***DUE TO THE NATURE OF THE INTERNET, WE CANNOT GUARANTEE THE CONTINUOUS AND UNINTERRUPTED AVAILABILITY AND ACCESSIBILITY OF THE CAR-ON-DEMAND PLATFORM.*** WE MAY RESTRICT THE AVAILABILITY OF THE CAR-ON-DEMAND PLATFORM OR CERTAIN AREAS OR FEATURES THEREOF, IF THIS IS NECESSARY IN VIEW OF CAPACITY LIMITS, THE SECURITY OR INTEGRITY OF OUR SERVERS, OR TO CARRY OUT MAINTENANCE MEASURES THAT ENSURE THE PROPER OR IMPROVED FUNCTIONING OF THE CAR-ON-DEMAND PLATFORM. WE MAY IMPROVE, ENHANCE, AND MODIFY THE CAR-ON-DEMAND PLATFORM AND INTRODUCE NEW CAR-ON-DEMAND SERVICES FROM TIME TO TIME.

8.3 ***DISCLAIMER OF WARRANTIES.*** WE MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING (TO THE EXTENT ALLOWED BY LAW) ANY IMPLIED WARRANTY OF MERCHANTABILITY, SUITABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, ACCURACY, RELIABILITY. WE PROVIDE THE CAR-ON-DEMAND PLATFORM, INCLUDING ANY SOFTWARE COMPONENTS, ON AN "AS IS" BASIS WITH ALL FAULTS, ERRORS, AND DEFECTS. YOUR ACCESS TO AND USE OF THE CAR-ON-DEMAND PLATFORM IS AT YOUR SOLE RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM YOUR ACCESS OR USE. NEITHER WE NOR OUR SERVICE PROVIDERS MAKE ANY REPRESENTATION, WARRANTY OR PROMISE THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE AND NONE OF THEM AUTHORIZE ANYONE TO MAKE WARRANTIES ON ITS BEHALF.

8.4 LIMITATIONS ON LIABILITY. TO THE EXTENT ALLOWED BY LAW, OUR LIABILITY FOR MONETARY DAMAGES FOR ANY CLAIMS THAT YOU MAY HAVE AGAINST US IS LIMITED THE ENROLLMENT FEES, IF ANY, YOU PAID TO US FOR YOUR ENROLLMENT IN CAR-ON-DEMAND OR CAR-ON-DEMAND SERVICES. UNDER NO CIRCUMSTANCES ARE WE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE, MULTIPLE, OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER NOR LOST PROFITS, LOSS OF BUSINESS, LOSS OF USE, LOSS OF REPUTATION OR COST OF REPLACEMENT PRODUCTS OR SERVICES, IN EACH CASE ARISING OUT OF OR RELATED TO THIS AGREEMENT, ANY CAR-ON-DEMAND SERVICE, OR THE CAR-ON-DEMAND PLATFORM. WE ARE NOT LIABLE FOR ANY CLAIMS THAT YOU MAY HAVE ARISING OUT OF ANY CAR-ON-DEMAND SERVICE, SUBSCRIBED VEHICLE, OR ANY OTHER AGREEMENT, INCLUDING BUT NOT LIMITED TO (A) ANY LOSS OF, OR DAMAGE TO, ANY GOODS IN OR ON ANY SUBSCRIBED VEHICLE, (B) FOR ANY PERSONAL INJURY OR DEATH IN RELATION TO YOU OR ANY THIRD PARTY ARISING FROM ANY USE OF A SUBSCRIBED VEHICLE OR ANY DEALER SERVICE, (C) LOSS OR DAMAGE INCURRED BY YOU AS A RESULT OF ANY CLAIMS MADE BY A THIRD PARTY, AND (D) LOSS OR DAMAGE INCURRED BY YOU ARISING FROM OR IN RELATION TO EITHER (I) THE RESERVATION, SUPPLY, OPERATION OR USE OF A SUBSCRIBED VEHICLE OR CAR-ON-DEMAND SERVICE, OR (II) ANY SUBSCRIBED VEHICLE ACCESSORIES WHETHER SUPPLIED BY US OR BY YOU, INCLUDING, BUT NOT LIMITED TO, LUGGAGE RACKS, BICYCLE RACKS, BABY SEATS.

9. INDEMNIFICATION

You agree to protect and indemnify us and others from Your enrollment in CAR-ON-DEMAND and access to and use of CAR-ON-DEMAND Services, use of Subscribed vehicles, and use of Services. Notwithstanding any provision in this Agreement to the contrary, You agree to indemnify, defend with the counsel of our choice, and hold harmless us and our subsidiaries, affiliates, parent companies and their respective officers, directors, members, managers, employees, agents, contractors, representatives, service providers (including but not limited to technology service providers), licensors, attorneys, predecessors, successors, and assigns (the “**Indemnified Parties**”) from and against any and all claims, demands, losses, obligations, liabilities, damages, causes of action, recoveries, deficiencies, expenses, and costs, including without limitation fees of attorneys and experts (collectively, “**Claims**”) arising out of or relating to Your: (A) use or possession of a Subscribed vehicle or use of a Service; (B) breach of this Agreement, including the “CAR-ON-DEMAND Customer Rules”; (C) failure to perform Your obligations under the terms of this Agreement, including the “CAR-ON-DEMAND Customer Rules”, including but not limited to Your failure to suspend or cease and use of CAR-ON-DEMAND Services and/or use of a Subscribed vehicle if You later become ineligible or Your rights are otherwise restricted, suspended, cancelled, or terminated; (D) gross negligence, willful misconduct, or disregard of the law directly or indirectly related to or arising in connection with Your access to and use of the CAR-ON-DEMAND Platform, Your enrollment in CAR-ON-DEMAND, or Your participation in any CAR-ON-DEMAND Service; (E) any misrepresentations regarding the eligibility of You or a Secondary Driver to access and use the CAR-ON-DEMAND Platform, enroll in CAR-ON-DEMAND, or enroll in and access and use any CAR-ON-DEMAND Service or otherwise; (F) access to and use of the CAR-ON-DEMAND Platform, enrollment in CAR-ON-DEMAND, enrollment and access to and use of any CAR-ON-DEMAND Services; (G) any information You submit, post, transmit, or make available via the CAR-ON-DEMAND Platform or otherwise; (H) failure to provide appropriate notices regarding location-enabled services; (I) failure to safeguard Your passwords, backup question to Your shared secret question, or other account information, or (J) violation of any applicable law or regulation, or the rights of any third party.

10. DISPUTE RESOLUTION AND ARBITRATION; CLASS ACTION WAIVER

10.1 *Please read the following (this “Dispute Resolution Provision”) carefully. It affects Your rights.* Most Customer concerns can be resolved quickly and to a Customer’s satisfaction by calling FREE2MOVE NA at +1 888-625-2549 or emailing FREE2MOVE NA at codus@free2move.com. This Dispute Resolution Provision facilitates the prompt and efficient resolution of any disputes that may arise between You and us regarding Your enrollment in CAR-ON-DEMAND and Your enrollment in and access to and use of CAR-ON-DEMAND Services, including any disputes under this Agreement, including the “CAR-ON-DEMAND Customer Rules”.

This Dispute Resolution Provision provides that all Disputes between You and us shall be resolved by binding arbitration. Arbitration is a form of private dispute resolution in which persons with a dispute waive their rights to file a lawsuit, to proceed in court and to a jury trial, and instead submit their disputes to a neutral third person (or arbitrator) for a binding decision. You have the right to opt-out of this Dispute Resolution Provision (as explained below), which means You would retain Your right to litigate Your Disputes in a court, either before a judge or jury.

Arbitration replaces the right to go to court. In the absence of this arbitration agreement, You may otherwise have a right or opportunity to bring claims in a court, before a judge or jury, and/or to participate in or be represented in a case filed in court by others (including, but not limited to, class actions). Except as otherwise provided, entering into this Agreement constitutes a waiver of Your right to litigate claims and all opportunity to be heard by a judge or jury. There is no judge or jury in arbitration, and court review of an arbitration award is limited. Other rights that You would have if You went to court, such as the right to appeal and to certain types of discovery, may be more limited or may also be waived. The arbitrator must follow this Agreement and can award the same damages and relief as a court (including attorneys' fees).

For the purpose of this Dispute Resolution Provision, “FREE2MOVE NA” means us and our parents, subsidiary and affiliate companies, and each of their respective officers, directors, members, managers, employees, and agents. The term “Dispute” means any dispute, claim, or controversy between You and FREE2MOVE NA regarding, arising out of or relating to any aspect of Your relationship with [ADD FULL, CORRECT COMPANY NAME], whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, or negligence), or any other legal or equitable cause of action or claim for relief, and includes the validity, enforceability, or scope of this Dispute Resolution Provision (with the exception of the enforceability of the Class Action Waiver clause below). “Dispute” is to be given the broadest possible meaning that will be enforced, and shall include, without limitation, any and all claims against other parties relating to services or products provided or billed to You in connection with Your enrollment in CAR-ON-DEMAND and/or Your enrollment in and access to and use of CAR-ON-DEMAND Services (such as our licensors, suppliers, other dealers, or third-party vendors) whenever You also assert claims against us in the same proceeding.

WE EACH AGREE THAT, EXCEPT AS PROVIDED BELOW, ANY AND ALL DISPUTES, AS DEFINED ABOVE, WHETHER PRESENTLY IN EXISTENCE OR BASED ON ACTS OR OMISSIONS IN THE PAST OR IN THE FUTURE, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION RATHER THAN IN COURT IN ACCORDANCE WITH THIS DISPUTE RESOLUTION PROVISION.

10.2 Pre-Arbitration Claim Resolution. For all Disputes, whether pursued in court or arbitration, You must first give us an opportunity to resolve the Dispute. You must commence this process by mailing written notification to [INSERT ADDRESS]. That written notification must include (A) Your name, (B) Your address, (C) a written description of Your claim, and (D) a description of the specific relief You seek. If we do not resolve the Dispute within forty-five (45) days after it receives Your written notification, You may pursue Your Dispute in arbitration. You may pursue Your Dispute in a court only under the circumstances described below.

10.3 Exclusions from Arbitration/Right to Opt Out. Notwithstanding the above, You or we may choose to pursue a Dispute in court and not by arbitration ("**Opt-Out**") if (A) to the extent that the Dispute qualifies, It is initiated in small claims court; or (B) YOU OPT-OUT OF THESE ARBITRATION PROCEDURES WITHIN thirty (30) DAYS AFTER THE DATE THAT YOU FIRST CONSENT TO THESE TERMS (the "**Opt-Out Deadline**"). You may Opt-Out by mailing written notification to [INSERT PROPER COMPANY NAME AND ADDRESS]. Your written notification must include (A) Your name, (B) Your address, and (C) a clear statement that You do not wish to resolve disputes with FREE2MOVE NA through arbitration. Your decision to Opt-Out will have no adverse effect on Your relationship with FREE2MOVE NA. ***Any opt-out request received after the Opt-Out Deadline will not be valid and You must pursue Your Dispute in arbitration or small claims court.***

10.4 Arbitration Procedures.

A. If You do not Opt-Out and the Dispute is not resolved as provided above (Pre-Arbitration Claim Resolution) either You or we may initiate arbitration proceedings. The American Arbitration Association ("**AAA**"), www.adr.org, or JAMS, www.jamsadr.com, will arbitrate all Disputes, and the arbitration will be conducted before a single arbitrator. The arbitration shall be commenced as an individual arbitration only, and shall in no event be commenced as a class arbitration or a consolidated or representative action or arbitration. All issues shall be for the arbitrator to decide, including the validity, enforceability, or scope of this Dispute Resolution Provision (with the exception of the enforceability of the Class Action Waiver clause below)

B. For arbitration before AAA, for Disputes of less than \$75,000, the AAA's Supplementary Procedures for Consumer-Related Disputes will apply; for Disputes involving \$75,000 or more, the AAA's Commercial Arbitration Rules will apply. In either instance, the AAA's Optional Rules For Emergency Measures Of Protection shall apply. The AAA rules are available at www.adr.org or by calling 1-800-778-7879. For arbitration before JAMS, the JAMS Comprehensive Arbitration Rules & Procedures and the JAMS Recommended Arbitration Discovery Protocols For Domestic, Commercial Cases will apply. The JAMS rules are available at www.jamsadr.com or by calling 1-800-352-5267. This Dispute Resolution Provision governs in the event it conflicts with the applicable arbitration rules. Under no circumstances will class action or representative action procedures or rules apply to the arbitration.

C. Because the CAR-ON-DEMAND Platform and this Agreement concern interstate commerce, the Federal Arbitration Act ("**FAA**") governs the arbitrability of all Disputes. However, the arbitrator will apply applicable substantive law consistent with the FAA and the applicable statute of limitations or condition precedent to suit.

D. **Arbitration Award.** The arbitrator may award on an individual basis any relief that would be available pursuant to applicable law, and will not have the power to award relief to, against, or for the

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benefit of any person who is not a party to the proceeding. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party or if required by applicable law. Such award will be final and binding on the parties, except for any right of appeal provided by the FAA or other applicable law, and may be entered in any court having jurisdiction over the parties for purposes of enforcement.

E. **Location of Arbitration.** You or we may initiate arbitration in either Your U.S. location or the federal judicial district that includes Your billing address.

F. **Payment of Arbitration Fees and Costs.** We will pay all arbitration filing fees and AAA or JAMS hearing fees and any arbitrator's hearing fees, costs, and expenses upon Your written request to the arbitrator given at or before the first evidentiary hearing in the arbitration. You are responsible for all additional fees and costs that You incur in the arbitration, including, but not limited to, attorneys or expert witnesses. Fees and costs may be awarded as provided pursuant to applicable law. In addition to any rights to recover fees and costs under applicable law, if You provide notice and negotiate in good faith with us as provided in Section 10.2 above and the arbitrator concludes that You are the prevailing party in the arbitration, You will be entitled to recover reasonable attorneys' fees and costs as determined by the arbitrator.

G. **Class Action Waiver.** Except as otherwise provided in this Dispute Resolution Provision, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a class or representative proceeding or claims (such as a class action, consolidated action, representative action, or private attorney general action) unless both You and we specifically agree to do so in writing following initiation of the arbitration. ***If You choose to pursue Your Dispute in court by opting out of the Arbitration Provision, as specified above, this Class Action Waiver will not apply to You.*** Neither You, nor any other user of the CAR-ON-DEMAND Platform can be a class representative, class member, or otherwise participate in a class, consolidated, or representative proceeding without having complied with the opt-out requirements above.

10.5 Survival. This Dispute Resolution Provision shall survive the expiration or termination of this Agreement for any reason.

11. MISCELLANEOUS PROVISIONS

11.1 You may not assign Your rights under this Agreement; however, we reserve the right to assign this Agreement. The rights granted to You or any Secondary Driver under this Agreement are not assignable or transferable, in whole or in part. Any attempt to transfer this Agreement without our prior written consent shall be void and of no force and effect. We have the right, at its own discretion, to transfer or assign this Agreement and all related rights, including to one of our affiliates or to a third party.

11.2 Any waiver of our rights or Your obligations must be in writing from us. No delay or omission by us to exercise any right or power occurring upon any noncompliance or default by You or any Secondary Driver with respect to any of the terms of this Agreement, including the "CAR-ON-DEMAND Customer Rules", shall impair any such right or power or be construed to be a waiver thereof. Any waiver by us of any covenant, condition, or agreement to be performed by You or any Secondary Driver shall only be in a written

communication from us and shall not be deemed to be a waiver of any prior or subsequent breach of the same, or of any other, covenant, condition, or agreement under this Agreement.

11.3 *If the law or a court invalidates a part of this Agreement (other than the Class Action Waiver provision), the remainder of the Agreement will continue.* If any provision of this Agreement (other than the Class Action Waiver provision in Section 10.4) shall be held invalid, illegal, or unenforceable, in whole or in part, the validity, legality, and enforceability of the remaining part of such provision and the other provisions of this Agreement shall not be affected thereby unless it renders ineffective the purpose of this Agreement. Any provision of this Agreement that is held invalid, illegal, or unenforceable in any jurisdiction shall not thereby be deemed invalid, illegal, or unenforceable in any other jurisdiction. If the Class Action Waiver provision is found to be invalid, illegal, or unenforceable, the entire Dispute Resolution Provision will be unenforceable and the Dispute will be decided by a court of competent jurisdiction.

11.4 *Michigan law governs this Agreement.* This Agreement is governed by the laws of the state of New Jersey without regard to any laws or principles governing application of laws of another jurisdiction.

11.5 *Jurisdiction is proper in Michigan.* This Agreement shall be deemed to have been executed and delivered at Auburn Hills, Michigan. If any legal action is commenced concerning this Agreement, jurisdiction shall be proper in a court of proper jurisdiction in Oakland County, Michigan.

11.6 *Jury Waiver.* You understand and agree that by entering into this Agreement, You and we are each waiving pursuant to the Dispute Resolution Provision contained in this Agreement the right to a jury trial or a trial before a judge in a public court. In the absence of this provision, You might otherwise have had a right or opportunity to bring Disputes in a court, before a judge or jury, and/or to participate or be represented in a case filed in court by others (including class actions). Except as set forth in the Dispute Resolution Provision, those rights are waived. In addition, other rights that You would have if You went to court, such as the right to appeal and to certain types of discovery, may be more limited or may also be waived.

11.7 *If You need to notify us or we needs to notify You, we will do so as described in this Section.* Any notices or communication required or permitted to be given to You shall be in writing and shall be considered given if delivered by email or mailed to You at the email or postage address provided to us in Your completed application or as updated by You and on file with us. Any notices or communication required or permitted to be given to us shall be in writing and shall be sufficiently given if delivered via email at codus@free2move.com or sent by registered post to FREE2MOVE NA Inc. ; 100 M St SE Suite 525 Washington DC, 20003 US. Any notice delivered via email shall be deemed to have been received on the first business day after which it was sent, unless the sending party is notified that the email address is invalid. Any notice sent by letter shall be deemed to have been received on the fourth business day after it was posted.

11.8 *We are not responsible for Acts of God or other events outside of its control.* We will not be responsible for any delay, interruption, or other failure to perform under this Agreement due to acts, events, or causes beyond our reasonable control, including but are not limited to: natural disasters (e.g., lightning, earthquakes, hurricanes, floods); public health matters (including business interruptions resulting therefrom), wars, riots, terrorist activities, and civil commotions; inability to obtain services, parts, or equipment from third party suppliers; cable cuts by third parties; acts of third parties; explosions and fires; embargoes, strikes, and labor disputes; court orders; and governmental decrees.

11.9 ***This Agreement is the entire agreement between You and Us regarding Your enrollment in CAR-ON-DEMAND.*** This Agreement, including the “CAR-ON-DEMAND Customer Rules”, contains the full and complete understanding between You and us with respect to Your enrollment and participation in CAR-ON-DEMAND and supersedes all representations and understandings, agreements, warranties, statements and undertakings whether oral or written given or made before the effective date of this Agreement by, or on behalf of, the parties and relating to Your enrollment and participation in CAR-ON-DEMAND, notwithstanding the terms of any such former agreement or arrangement expressed to survive termination. You confirm that You have not relied upon, and with the exception of fraud or fraudulent misrepresentation (for which liability and remedies are not restricted or excluded), shall have no remedy in respect of, any agreement, warranty, statement, representation, understanding or undertaking made by us relating to Your enrollment and participation in CAR-ON-DEMAND unless that warranty, statement, representation, understanding or undertaking is expressly set out in this Agreement, including the “CAR-ON-DEMAND Customer Rules”. With the exception of fraud or fraudulent misrepresentation, You shall not be entitled to the remedies of rescission or damages for misrepresentation arising out of, or in connection with, any agreement, warranty, statement, representation, understanding or undertaking relating to Your enrollment and participation in CAR-ON-DEMAND whether or not it is set out in this Agreement. If there are any inconsistencies between this Agreement and the Customer Rules, this Agreement controls.

11.10 ***This Agreement is entered into solely between You and us, and shall not be deemed to create any rights in any third parties nor create any obligations of either You or us to any third parties.***