

General Terms and Conditions for Users for the Mediation of Mobility Services

FREENOW

1 Definitions

1.1 "**GTC**" are these General Terms and Conditions of mytaxi Iberia, S.L., for the use of the FREENOW App "Mediation of Mobility Services".

1.2 "**App Usage Contract**" is the contract concluded between FREENOW and the User on the basis of these GTC for mediation services by means of the FREENOW App.

1.3 "**Users**" are persons who have registered with FREENOW for the use of the FREENOW software and the mediation services provided by FREENOW, including the "Pay-by-App" service.

1.4 "**Business Account**" means a user account offered by FREENOW for business customers, which enables booking of business trips mediated by FREENOW.

1.5 "**FREENOW App**" means the app operated by FREENOW for internet-enabled mobile devices, such as in particular smartphones and tablet PCs (including the Web Booker function), for the mediation of Taxi Transportation Services provided by Taxi Companies, as well as for the mediation of Further Mobility Services provided by Further Mobility Providers.

1.6 "**FREENOW**" means mytaxi Iberia, S.L., with domicile at con domicilio en Calle Orense 68, 10 planta, derecha, 28020, Madrid, Spain.

1.8 "**Taxi Transportation Services**" are taxi trips mediated by FREENOW.

1.9 "**Taxi Companies**" are companies or self-employed drivers that provide the transportation of persons by means of passenger vehicles that are kept available by taxi companies at officially approved locations and with which journeys are carried out to a destination specified by the passenger.

1.10 "**Intermediary Services**" means the services offered by FREENOW for the mediation of transportation contracts between Taxi Companies and Users and for the mediation of Further Mobility Services by means of the FREENOW App.

1.11 "**Further Mobility Services**" means mobility services provided by Further Mobility Providers which the User may have mediated for and avail of by FREENOW via the FREENOW App.

1.12 "**Further Mobility Providers**" are providers of Further Mobility Services that are arranged via the FREENOW App or Web Booker.

2 Scope of Application

2.1 These GTC apply to contracts between FREENOW as intermediary and the Users of the FREENOW App and also apply to future contractual relationships between FREENOW and the Users.

2.2 By installing and using the FREENOW App, the User agrees to the applicability of these GTC. If the User does not wish to be bound by these GTC or cannot declare effective consent, he cannot successfully install the FREENOW App.

2.3 Users' own contractual terms and conditions of use shall not apply to the contractual relationship between FREENOW and the Users, even if FREENOW does not expressly object to them.

2.4 For individual Intermediary Services, further contractual terms and conditions may apply in addition to these GTC. If special contractual conditions apply to the service requested by the User, FREENOW will separately inform the User of the applicability of the special contractual conditions and obtain the User's consent to these special contractual conditions.

2.5 FREENOW reserves the right to amend these GTC with effect for the future. FREENOW will inform the User of any changes in a timely manner. For this purpose, it is sufficient that FREENOW informs the User of the new version of the GTC by means of a notification by email and notification in the FREENOW App. The User has the option to agree to the validity of the amended GTC or to object to it within two (2) weeks of notification. If the User has not expressly agreed to the validity of the amended GTC and if the User does not exercise his/her right to object within the aforementioned period, his/her consent to the validity of the amended GTC shall be deemed granted. In the notification of the amended GTC, FREENOW will inform the User of the possibility of objection and the meaning of omission to object within the applicable period. In the event of an objection by the User within the aforementioned period, the contract will be automatically terminated upon expiration of the two (2) weeks from the date of notification of the amended GTC.

3 Subject matter of the contract

3.1 The services of FREENOW consist of the mediation of Taxi Transportation Services and Further Mobility Services via the FREENOW App. With this app, the User can arrange for trip requests to potential Taxi Companies as well as usage requests to Further Mobility Providers.

3.2 FREENOW assumes no liability for the availability of the Transportation Service and/or Further Mobility Services requested by the User. FREENOW assumes no liability for the information transmitted by Taxi Companies or Further Mobility Providers (e.g. time details, vehicle information, etc.) being correct and complete and reaching the User in time, unless FREENOW is at fault.

3.3 FREENOW has the right to change the specifics of the FREENOW App at any time for good reason, for example in order to further develop and improve its quality, or to partially or completely discontinue individual services. Information about such changes or discontinuation of a service will be provided in good time beforehand via the website <https://free-now.com/es/> and/or in the FREENOW App. The User has the right to terminate the contract within thirty (30) days of being informed by FREENOW or within thirty (30) days of implementation of the change, whichever expires later, and to the extent that the change significantly and negatively affects the User access to and use of the FREENOW App.

3.4 The User can also have business rides mediated for him/her via the FREENOW App, provided that his/her user account is linked to a Business Account. When requesting business rides via a Business Account, the Terms and Conditions for Business Accounts also apply, available under: <https://www.free-now.com/es/b2b-gtc/> The User is obliged not to have private journeys arranged as business journeys contrary to the truth. FREENOW does not verify the purpose of the arranged trips and does not assume any liability for the consequences and costs of private trips untruthfully identified by the User as business trips. When arranging a business trip, personal data of the User will be transmitted to the respective Business Account Holder for the execution of the contract. This includes, in particular, the full name, email address, date and time, start and end point of the trip and

the costs incurred. More detailed information on this can be found in our Data Protection Notice under <https://www2.free-now.com/es/passenger-privacy-policy/>

3.5 If the User uses Further Mobility Services within the scope of a Business Account, he/she does so at his/her own responsibility. Trips that are not covered by the scope of the Business Account are undertaken by the User at his own expense. If the User exceeds a mobility budget approved by the Business Account Holder, payment shall be made by a means of payment provided by the User. The User shall be fully liable for any penalties and administrative offenses as well as for any other use in violation of the contract caused by the User when using the Further Mobility Services.

4 Use of the FREENOW App

4.1 The use of the FREENOW App requires the User to register with FREENOW and create a user account by providing his/her first and last name, email address, telephone number and defining an individual password.

4.2 The User must keep his/her login information for the user account safe and must not disclose it to third parties or allow them to access the FREENOW App. The User is solely responsible for the confidentiality and security of his/her user account. The User shall immediately notify FREENOW of any unauthorized use by third parties or any suspicion thereof by the form available at <https://support.free-now.com/hc/es/> and also immediately in writing (mytaxi Iberia, S.L., with domicile at Calle Orense 68, 10 planta, derecha, 28020, Madrid, Spain).

4.3 The User is always obligated to provide his/her personal data truthfully, completely and in accordance with the respective requirements of FREENOW and to keep and maintain them up to date. For using Further Mobility Services, the User may be required to provide additional information (e.g., an official valid driving license issued to the User) to verify that the User complies with the additional criteria required by the Further Mobility Providers. This validation procedure will be done through the FREENOW App, either directly or by a third-party designated by FREENOW. FREENOW is authorized to repeat the validation procedure for the User at any thereafter, including, but not limited to, where the Further Mobility Providers change the additional criteria required to use the Further Mobility Services.

4.4 The User must ensure himself/herself and at his/her own expense that the technical requirements necessary for the use of the FREENOW App are available on the end device. This includes in particular the configuration and performance of the end device, the up-to-dateness of the required software (e.g. operating system) and access to the Internet.

4.5 The User shall use the FREENOW App in such a way that it is not impaired, overloaded or damaged and that the purpose of the FREENOW App is neither jeopardized nor circumvented. The User shall not circumvent or modify any security measures of the FREENOW App, either by himself/herself or through third parties.

4.6 FREENOW expressly reserves the right to block the User's user account and/or the Pay-per-App function completely or temporarily if factual reasons in connection with the security of a user account justify this or if there is a suspicion of unauthorized or fraudulent use of the user account. In such cases, FREENOW undertakes to inform the User about the blocking of his/her user account or the Pay-per-App function, stating the relevant reasons, as far as possible before, but at the latest without undue delay after the blocking, if a prior notification is not possible for objective reasons.

4.7 The User is obliged to secure the data stored by him/her via the FREENOW App in another way (i.e. via a medium other than the FREENOW App). FREENOW shall not assume any liability for a loss of the User's data stored in the FREENOW App, unless the loss is the fault of FREENOW.

5 Taxi Transportation Services and Further Mobility Services

5.1 The performance of the Taxi Transportation Services and Further Mobility Services mediated by FREENOW is an independent service that is not provided by FREENOW, but by independent Taxi Companies or independent Further Mobility Providers. The contractual partner of the User of these Taxi Transportation Services and the Further Mobility Services is the respective Taxi Company or the respective Further Mobility Provider.

5.2 FREENOW merely mediates the respective Passenger Transport Services or Further Mobility Services. The terms and conditions of the Taxi Companies or the respective Further Mobility Providers shall apply to the use of the Taxi Transportation Services and the Further Mobility Services. These will be made available to the User prior to the booking and a corresponding consent will be obtained from the User. The Privacy Policy of the respective Taxi Company or Further Mobility Provider will also be made known to the User prior to the booking of the Taxi Transportation Service or Further Mobility Service.

5.3 In connection with taxi trips, for example, acceptance of a trip request from the User (offer) by a Taxi Company creates a legally binding transportation contract between the User and the corresponding Taxi Company under the terms and conditions of the Taxi Company. The User will be informed about the acceptance of his/her ride request by a Taxi Company in the FREENOW App. As soon as a ride request has been accepted by a Taxi Company, the User's current location is tracked and transmitted to the driver along with his/her data (user name and phone number) for identification by the driver. The User also has the option of contacting the driver directly.

5.4 FREENOW assumes no liability for the performance of the Taxi Transportation Services and the Further Mobility Services since FREENOW operates as an information services provider as such term is defined under Law 34/2002, of July 11th, on information society services and e-commerce. The Taxi Companies and the Further Mobility Providers are solely responsible for the provision of the Taxi Transportation Services and the Further Mobility Services.

6 Remuneration and Payment

6.1 The transportation fee for a taxi ride mediated by FREENOW shall be governed by the respective locally applicable taxi tariff regulations and other provisions for taxi traffic.

6.2 The fees for Further Mobility Services are based on the fee provisions of the Further Mobility Providers. These shall be displayed to the User in the FREENOW App prior to their booking.

6.3 In addition, the fees specified in the applicable Fee Policy may apply. The fees charged by FREENOW for the mediation services are also set out in the respective valid Fee Policy: <https://www.free-now.com/es/cargosfreenow/>. FREENOW is entitled to change the Fee Policy at any time. The User will be informed of the planned change with a lead time of two (2) weeks before the new Fee Policy comes into effect and of its right to object to the change. For this purpose, it is sufficient that FREENOW informs the User of the new version of the Fee Policy by means of a notification by email and notification in the FREENOW App. The User has the option to agree to the validity of the new Fee Policy or to object to it within two (2) weeks of notification. If the User has not expressly agreed to the validity of the new Fee Policy and if the User does not exercise his/her right to

object within the aforementioned period, his/her consent to the validity of the new Fee Policy shall be deemed granted. In the notification of the new Fee Policy, FREENOW will inform the User of the possibility of objection and the meaning of omission to object within the applicable period. In the event of an objection by the User within the aforementioned period, the contract will be automatically terminated upon expiration of the two (2) weeks from the date of notification of the new Fee Policy. Further information on the Fee Policy can be found in the [FAQ on the Fee Schedule: https://www.free-now.com/es/cargosfreenow/](https://www.free-now.com/es/cargosfreenow/)

6.4 Notwithstanding the provision in sentence 2 for Taxi Companies, the Taxi Company or Further Mobility Provider assigns its claims against the User for payment of the fees for the incurred Taxi Transportation Services or Further Mobility Services to FREENOW. In the case of Taxi Companies, assignments shall only take place for trips for which Pay-per-App is selected.

6.5 If an assignment has taken place, FREENOW asserts the claim for payment of the fees for the Taxi Transportation Services or the Further Mobility Services against the User in its own name and for its own account. However, the contract on which this claim is based shall continue to exist between the Taxi Company or Further Mobility Provider and the User.

6.6 Unless other payment methods are offered for the respective Taxi Transportation Services or Further Mobility Service, the User shall pay the claims asserted by FREENOW in a cashless manner (using the payment method selected by the User during the registration or booking process) via the FREENOW App in accordance with these GTC ("**Pay-per-App**").

7 Conditions for Pay-per-App

7.1 In order to use the Pay-per-App function, the User must select at least one of the payment methods offered (e.g. credit card or PayPal) in the FREENOW App and enter the corresponding information. The selected payment methods can be changed, adjusted or deleted by the User in the FREENOW App at any time. In addition, the User can choose directly during the payment process which of the stored means of payment is to be used for the respective payment process. The maximum amount that can be paid using the Pay-per-App function for a ride is limited to 149.99 Euros, whilst the maximum amount that can be paid using the Pay-per-App function for the first ride is limited to 79.99 Euros.

7.2 By using Pay-per-App, the User agrees that FREENOW will debit the means of payment selected by him/her during the payment process, such as credit card or PayPal, in the amount of the fee to be paid by him/her to FREENOW after completion of the trip, plus a tip freely chosen by him/her, if applicable, as well as any other fees incurred (see section 6.4) upon completion of the trip. In addition, the User acknowledges and agrees that

- the User may be requested to provide additional authentication of his/her identity ("*Strong Customer Authentication*") when depositing a payment method within the framework of booking a ride;
- this authentication may be carried out via various methods (e.g. one-time password, password for logging into the FREENOW App, biometric authentication), depending on the User's agreements in this regard with his/her bank, payment service provider and/or credit card issuer (e.g. Visa, Mastercard, American Express);
- FREENOW reserves the right to require such authentication via the website of the User's bank, payment service provider or credit card issuer for security reasons;
- FREENOW further reserves the right during this authentication process to transmit additional payment-related information about the User to the bank, the respective payment service provider or credit card issuer.

In addition, FREENOW reserves the right to debit the payment means or account selected during a payment transaction at any time when a claim is due without additional authentication of the User. The terms of this section 7.2 on user authentication serve to inform the User with regard to the processing of payments via the FREENOW App. FREENOW shall not itself bear any responsibility towards the User for the application, non-application, delay or failure of the above processes, unless FREENOW is at fault. The provisions of this section shall in no way affect or impair the User's payment obligations to FREENOW under these GTC.

7.3 If the User selects PayPal as the payment method, he/she shall pay the final amount selected by him/her during the payment process to FREENOW, excluding the disclosure of his/her bank details to FREENOW. In this case, an automatic debit transaction (electronic direct debit) or debit transaction (credit card payment) shall take place exclusively between the User and PayPal itself. According to PayPal's Terms of Use, the User may incur separate fees when using the PayPal service. In order to be able to use the PayPal payment service to settle FREENOW's claims, the User must set up a PayPal account with PayPal and confirm the PayPal payment to FREENOW when making the payment.

7.4 The User (with the exception of payment in the vehicle, which can be made either in cash or by credit or debit card, depending on availability) will be sent a receipt with regard to the Taxi Transportation Services or the Further Mobility Services by means of an email to the email address he/she has registered with FREENOW. In case of payment in the vehicle, the Taxi Company shall issue a receipt to the User upon request. Should the User require such a receipt at a later date, FREENOW shall issue such a receipt to the User on behalf of the Taxi Company upon request.

7.5 FREENOW expressly reserves the right to no longer offer certain payment methods under certain justified cases, e.g., when the User owes any amount to FREENOW, when FREENOW has a reasonable suspicion of a fraud taking place (e.g., where a payment card may have been stolen) or when FREENOW ceases to collaborate with particular payment service providers.

7.6 FREENOW assumes no liability whatsoever for the processing of the cashless payment by the respective payment service provider since the processing of the cashless payment is conducted by an independent third-party service provider. In the event of incorrect or erroneous transactions, the User must contact the respective payment service provider and/or the payment office himself/herself.

7.7 If the User defaults on the payment method chosen by him/her, FREENOW shall be entitled to claim default interest in the amount of two (2) percentage points above the legal interest rate. If FREENOW has demonstrably incurred a higher damage caused by default, FREENOW shall be entitled to claim such damage.

7.8 In principle, payment for a Taxi Transportation Service or Further Mobility Service is possible via the Pay-per-App function in all vehicles used by the respective Taxi Companies and when booking Further Mobility Services. However, if payment via the Pay-per-App function is not possible for (e.g. subsequently occurred) technical reasons, the following shall apply: Within the scope of taxi trips, the User is obliged to pay for the trip in cash (or credit card, depending on availability). If it is not possible for FREENOW to collect the accrued fee for the respective Taxi Transportation Service or the Further Mobility Service itself from the User via the means of payment selected by the User, the User shall pay the fee to FREENOW without undue delay, but no later than within five (5) days from the due date of payment. For this purpose, the User will be shown the fee incurred for the respective Taxi Transportation Service or the Further Mobility Service with a corresponding notice in the FREENOW App. If the User does not pay the fee within the specified period, FREENOW will collect the outstanding amount via another payment method registered by the User after informing the User accordingly.

7.9 At the time of depositing a new payment method (e.g. credit card) for the Pay-per-App function or at the time of booking, FREENOW reserves the right to reserve a low amount not exceeding 0,50 Euros in advance and for validation purposes ("**Pre-Authorization**"). Pre-Authorization does not debit the User's bank account. It is not possible to deposit a payment method if the Pre-Authorization fails. Pre-Authorization is performed even if the booking request was unsuccessful or the trip has been cancelled. In case of Pre-Authorization, the available balance will be temporarily blocked, for the respective payment method and in the amount of the Pre-Authorization for up to ten (10) business days. In addition, FREENOW may request a Pre-Authorization on the User's payment method selected by default for good reason (e.g., when FREENOW is not able to obtain a favourable credit score from the User) in the amount of the anticipated fare, including any applicable fees and any tip selected in advance for the trip. This amount will not be debited from the User's bank account at the time of booking, but will only be reserved for FREENOW. If FREENOW makes use of the Pre-Authorization, the User will be informed of the details of the Pre-Authorization by a push notification via the FREENOW App before the booking is completed. A subsequent change (i.e. during or at the end of the trip) to the payment method selected at the beginning of the trip is not possible, if Pre-Authorization has been made for the originally selected payment method. When the payment has been received in full, the reserved amount will be released by FREENOW. This may take up to five (5) business days at the User's bank or payment service provider. By using the Pay-per-App function, the User agrees to FREENOW's Pre-Authorization procedures mentioned in this clause.

8 Terms and Conditions for the Use of Vouchers for Pay-per-App

8.1 Unless other terms of FREENOW apply to the respective voucher campaign, the following provisions shall apply to the redemption of vouchers:

8.2 The User may only use a voucher code located on a voucher if the User selects Pay-per-App as payment method.

8.3 The voucher code is valid for a single trip and may only be used once per User during the respective promotional period. Voucher codes that are not redeemed during the respective promotional period shall expire without any compensation. A cash payment of the value of the voucher code is excluded. If a technical error of the FREENOW App has prevented the redemption of the voucher code by the User during the promotion period, FREENOW shall provide the User with a replacement code.

8.4 A voucher code for the first Pay-per-App booking can only be used once per User and only for the first Pay-per-App booking. If the User does not use this voucher code for his/her first Pay-per-App booking, the voucher code will expire. A refund or restoration of the voucher code for the first Pay-per-App booking is excluded.

8.5 Voucher codes must be entered into the FREENOW App and accepted as valid before the payment process begins.

8.6 Coupon codes cannot be combined with other promotions, coupons or discounts. In case of loss of the voucher code, the User has no right to replacement. Voucher codes may not be sold, resold or otherwise exchanged for cash.

8.7 In case of unauthorized use of voucher codes, FREENOW shall be entitled to block the User's account after appropriate notification. FREENOW is also entitled to block the respective user accounts in case of fraud, attempted fraud or suspicion of other illegal activities in connection with

voucher codes. In this case, FREENOW shall inform the User in advance of the reason for such blocking.

9 Rights of Use

9.1 FREENOW grants the User a simple, revocable, non-transferable and non-exclusive right of use for the use of the FREENOW App, insofar as this is necessary for the use of the FREENOW App for mediation purposes within the scope of these GTC. However, this right of use of the User is limited to the use of the FREENOW App for own purposes. Commercial relaying or other exploitation of the FREENOW services or content is not permitted.

9.2 The User is prohibited from duplicating, renting or leasing, editing, otherwise redesigning or sublicensing the FREENOW App in whole or in part. Furthermore, the User is prohibited from decompiling, disassembling or regress the FREENOW App ("**Reverse Engineering**").

10 Prohibited Use, Responsibility for Content

10.1 The User is prohibited from using the FREENOW App to upload, store, transmit or disseminate illegal, youth-endangering, derogatory and/or otherwise offensive as well as other unlawful content. This also includes the unlawful dissemination of content in violation of data protection law, copyrights, industrial property rights, ancillary copyrights, personal rights and/or other rights of third parties.

10.2 The User of the FREENOW App is solely responsible for the transmitted content as well as his/her use of the FREENOW App. Content created or made available by third parties or another user and transmitted under his/her account shall also be attributed to the User in the relationship with FREENOW.

10.3 FREENOW reserves the right, without being obligated to do so, to review content of the User to determine whether it is in compliance with the uses permitted under these GTC. In the event of a violation or the likelihood of a violation, FREENOW shall be entitled, after notifying the User accordingly, to block all or part of the User's content with immediate effect. Furthermore, FREENOW is entitled in this case to terminate the App Usage Contract. This does not affect the assertion of other claims by FREENOW.

11 Industrial Property Rights of Third Parties, Indemnification

11.1 If the rights of third parties are infringed by the User's use of the FREENOW App, the User shall immediately discontinue the use of the FREENOW App that is contrary to the contract and/or the law.

11.2 The User shall indemnify FREENOW against all claims, including claims for damages, asserted by other users or other third parties against FREENOW due to an infringement of their rights by the content uploaded or generated by the User on the FREENOW App or due to any other use of the FREENOW App by the User, in particular due to a breach of the obligations under section 10 of these GTC. The User shall bear all reasonable costs incurred by FREENOW due to an infringement of third party rights, including the reasonable costs incurred for legal defense. All further rights as well as claims for damages of FREENOW shall remain unaffected.

11.3 If third parties assert claims against FREENOW due to an infringement of rights by the User, the User will do his/her best efforts to inform FREENOW comprehensively and immediately about the backgrounds of the asserted claims, insofar as this is necessary for examination and defense.

12 Availability

FREENOW may temporarily interrupt availability of the FREENOW App due to technical reasons. However, FREENOW shall endeavor to achieve the highest possible availability and to avoid disruptions. Should disruptions nevertheless occur, FREENOW will endeavor to remedy them as quickly as possible.

13 Liability

13.1 When the User qualifies as "consumer" as such term is defined under the applicable regulations and, in particular, under Royal Legislative Decree 1/2007, of November 16th, whereby it is approved the recast text of the General Law for the Defense of Consumers and Users and other complementary laws (the "**Spanish Consumer Law**"), or any other law that replaces it, any limitation of liability set forth in this section 13 will not apply.

13.2 FREENOW shall be liable in accordance with the statutory provisions for damages caused by FREENOW, its legal representatives or vicarious agents intentionally or through gross negligence. This applies in particular to damages incurred by the User through the use of the FREENOW App as well as to impairments or damages to the User's hardware or software caused by the FREENOW App or the transmission of data.

13.3 FREENOW shall only be liable for simple negligence in the event of a breach of a material contractual obligation and only limited to the damages typical for the type of contract and foreseeable at the time of the conclusion of the contract. Material contractual obligations are obligations the fulfillment of which is essential for the proper performance of the contract and on the fulfillment of which the User regularly relies and may rely.

13.4 The provisions of this clause shall also apply in favor of FREENOW's legal representatives and vicarious agents. The above limitation of liability shall not apply (i) within the scope of assumed guarantee, (ii) for culpable injury to life, body and health and (iii) for fraudulently concealed defects.

14 Contract Term and Termination

14.1 The App Usage Contract shall come into effect upon completion of registration by the User and shall be concluded for an indefinite period.

14.2 The App Usage Contract may be terminated by either party in text form at any time.

15 Data protection

With regard to the data protection provisions reference is made to the Data Protection Notice, which is available under <https://www2.free-now.com/es/passenger-privacy-policy/>.

16 Applicable Law, Place of Jurisdiction

16.1 The law of the Kingdom of Spain shall apply, excluding the conflict of laws provisions.

16.2 The exclusive place of jurisdiction for all disputes arising from or in connection with these GTC shall be Madrid, except where the User is a "consumer" as such term is defined under the Spanish Consumer Law, in which case, the competent courts of the domicile of the User will have exclusive jurisdiction for all disputes arising from or in connection with these GTC.

17 Information on Online Dispute Resolution

17.1 The EU Commission has created an internet platform for online dispute resolution (so-called "**OS Platform**"). The OS Platform serves as a contact point for the out-of-court settlement of disputes concerning contractual obligations arising from online purchase contracts or online service contracts. You can access the OS Platform under the following link: ec.europa.eu/consumers/odr.

17.2 FREENOW is neither willing nor obliged to participate in dispute resolution proceedings before a consumer arbitration board.

18 Severability Clause

Should any provision of these GTC be invalid or unenforceable or should these GTC contain a gap, this shall not affect the validity of the remaining provisions. In place of the invalid provision or to fill the gap, a provision shall apply that comes closest to the economic purpose of these GTC.

Valid from August 15th, 2025