

## **GENERAL TERMS AND CONDITIONS FOR USERS OF MOBILITY INTERMEDIATION SERVICES FREENOW**

### **1 Definitions**

**1.1** 'GTC' refers to these General Terms and Conditions of Intelligent Apps GmbH for the use of the FREENOW app 'Intermediation of mobility services'.

**1.2** 'App Usage Agreement' is the agreement concluded between FREENOW and the user on the basis of these GTC for brokerage services via the FREENOW app.

**1.3** "Users" are persons who have registered with FREENOW to use the FREENOW software and the brokerage services provided by FREENOW, including the 'Pay via app' service.

**1.4** 'Business Account' refers to a user account offered by FREENOW for commercial customers, which enables the booking of business trips brokered by FREENOW.

**1.5** 'FREENOW app' is the app operated by FREENOW for Internet-enabled mobile devices, such as smartphones and tablet PCs (including the Web Booker function), for brokering passenger transport services provided by ride-hailing or taxi companies, as well as for brokering other mobility services provided by other mobility providers.

**1.6** 'FREENOW' is Intelligent Apps GmbH, Neumühlen 19, 22763 Hamburg, Hamburg Local Court, HRB 110377.

**1.7** 'Ride companies' are companies that transport passengers in passenger cars through their employed drivers and where the purpose, destination and route of the transport are determined by the user.

**1.8** 'Passenger transport providers' are both taxi companies and ride companies.

**1.9** 'Passenger transport services' are taxi rides and ride rides arranged by FREENOW.

**1.10** 'Taxi companies' are companies that provide passenger transport using passenger cars that are provided by taxi companies at officially approved locations and are used to carry passengers to a destination specified by the passenger.

**1.11** 'Intermediation services' are the services offered by FREENOW for brokering transport contracts between passenger transport providers and users and for brokering additional mobility services via the FREENOW app.

**1.12** 'Additional mobility services' refers to mobility services provided by additional mobility providers that users of FREENOW can arrange and use via the FREENOW app.

**1.13** 'Additional mobility providers' are providers of additional mobility services that are arranged via the FREENOW app or Web Booker.

### **2 Scope**

**2.1** These GTC apply to contracts between FREENOW as the broker 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 validity of these GTC. If the user does not wish to be bound by these GTC or cannot declare their effective consent, they will not be able to successfully install the FREENOW app.

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

**2.4** Additional contractual terms and conditions may apply to individual brokerage services in addition to these General Terms and Conditions, such as for the brokerage service FREENOW sharing service (<https://www.free-now.com/de/match-passenger/match-fixed-fare-germany/>) / match (<https://www.free-now.com/de/match-passenger/>). An overview of additional contractual terms and conditions can be found at <https://www.free-now.com/de/agb-datenschutz-cookies>. If special contractual terms and conditions apply to the service requested by the user, FREENOW will inform the user separately of the validity of the special contractual terms and conditions and obtain the user's consent to these special contractual terms and conditions.

**2.5** FREENOW reserves the right to amend these GTC with future effect. FREENOW will inform the user of any changes in good time. For this purpose, it is sufficient for FREENOW to inform the user of the new version of the GTC by means of a notification by email and a notification in the FREENOW app. The user has the option of agreeing to the amended General Terms and Conditions or objecting to them within two weeks of notification. If the user has not expressly agreed to the amended General Terms and Conditions and does not exercise their right of objection within the specified period, their consent to the amended General Terms and Conditions shall be deemed to have been given. FREENOW will inform the user of the possibility of objection and the significance of failing to object within the applicable period in the notification of the amended General Terms and Conditions. In the event of an objection by the user, FREENOW may terminate the contract in accordance with Section 14.2.

**2.6** If you are a natural person, you must be at least 18 years of age and have full legal capacity to use the FREENOW app and the associated functions.

### **3 Subject matter of the contract**

**3.1** The services provided by FREENOW consist of arranging passenger transport services and other mobility services via the FREENOW app. Users can use this app to submit ride requests to potential taxi or ride companies and usage requests to other mobility providers.

**3.2** FREENOW accepts no liability for the availability of the transport services and/or other mobility services requested by the user. FREENOW accepts no liability for the accuracy and completeness of the information provided by passenger transport operators or other mobility providers (e.g. times, vehicle information, etc.) or for ensuring that this information

reaches the user in good time, unless FREENOW is at fault. The user has no claim to successful mediation and/or the conclusion of transport contracts or contracts for the provision of additional mobility services.

**3.3** FREENOW has the right to change the specifics of the offer at any time without individual notification to the user, for example to further develop and improve its quality, or to discontinue individual services in whole or in part. Information about such changes or discontinuations of a service will be provided in good time in advance via the website <https://free-now.com/de/> and/or in the FREENOW app.

**3.4** The user can also arrange business trips via the FREENOW app, provided that their user account is linked to a business account. When requesting business trips via a business account, the general terms and conditions for FREENOW business accounts, available at <https://free-now.com/de/agb-datenschutz-cookies/>, shall apply in addition. The user is obliged not to arrange private journeys as business journeys in a manner that is untruthful. FREENOW does not check the purpose of the arranged journeys and accepts no liability for the consequences and costs of private journeys that are untruthfully identified as business journeys by the user. When arranging a business trip, the user's personal data will be transferred to the holder of the respective Business Account for the purpose of executing 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. Further information can be found in our privacy policy at <https://www.free-now.com/de/passenger-privacy-policy>.

**3.5** If the user uses additional mobility services within the scope of a business account, they do so at their own risk. Journeys that are not covered by the scope of the business account are undertaken by the user at their own expense. If the user exceeds a mobility budget approved by the business account holder, payment shall be made using a payment method provided by the user. The user shall be fully liable for any penalties and administrative offences as well as for any other use in breach of contract caused by the user when using the additional mobility services.

#### **4 Use of the FREENOW app**

**4.1** Use of the FREENOW app requires the user to register with FREENOW by providing their first and last name, email address, telephone number and an individual password, and to create a user account.

**4.2** The user must keep their login details for their user account safe and must not disclose them to third parties or allow them access to the FREENOW app. The user is solely responsible for the confidentiality and security of their user account. They must notify FREENOW immediately by email ([support@free-now.com](mailto:support@free-now.com)) of any unauthorised use by third parties or any suspicion thereof.

**4.3** The user is always obliged to provide their personal data truthfully, completely and in accordance with the respective specifications of FREENOW, and to keep this data up to date and maintain it.

**4.4** The user is responsible for ensuring, at their own expense, that the technical requirements for using the FREENOW app are met on their device. This includes, in particular, the configuration and performance of the device, the latest version of the necessary software (e.g. operating system) and access to the internet.

**4.5** The user shall use the FREENOW app in such a way that no impairments, overloads or damage occur to it and that the purpose pursued with the FREENOW app is neither jeopardised nor circumvented. The user shall not circumvent or modify the security measures of the FREENOW app, either themselves or through third parties.

**4.6** FREENOW expressly reserves the right to block the user account and/or the Pay-by-App function of the user in whole or in part if there are objective reasons relating to the security of a user account that justify this or if there is suspicion of unauthorised or fraudulent use of the user account.

**4.7** The user is obliged to back up the data stored by them using the FREENOW app elsewhere (i.e. on a medium other than the FREENOW app). FREENOW accepts no liability for the loss of user data stored in the FREENOW app, unless the loss is due to a fault on the part of FREENOW.

## **5 Passenger transport services and other mobility services**

**5.1** The provision of passenger transport services and other mobility services arranged by FREENOW is an independent service that is not provided by FREENOW but by independent taxi or ride companies or independent other mobility providers. The contractual partner of the user of these passenger transport services and other mobility services is the respective taxi or ride company or the respective other mobility provider.

**5.2** FREENOW merely acts as an intermediary for the respective mobility services. The terms and conditions of the taxi or ride companies or the respective other mobility providers, which are available at [www.free-now.com/de/agb-datenschutz-cookies/](http://www.free-now.com/de/agb-datenschutz-cookies/), apply to the use of passenger transport services and other mobility services. These will be made available to the user before booking and the user's consent will be obtained. The privacy policy of the respective passenger transport provider or other mobility provider will also be made known to the user before booking the passenger transport service or other mobility service.

**5.3** In connection with taxi or ride journeys, a legally binding transport contract is concluded between the user and the relevant taxi or ride company on the terms and conditions of the taxi or ride company, e.g. when a taxi or ride company accepts a journey request from the user (offer). The selection of the mobility provider is at the discretion of FREENOW in each individual case. The criteria used to select mobility providers are explained in more detail in the General Terms and Conditions for Taxi Operators. The user will be informed of the acceptance of their journey request by a taxi or ride company in the FREENOW app. As soon as a journey request has been accepted by a passenger transport provider, the user's current location will be determined and transmitted to the driver carrying out the journey together with the user's details (user name and telephone number) for identification purposes. The user also has the option of contacting the driver directly.

**5.4** FREENOW accepts no liability for the performance of passenger transport services or other mobility services. The passenger transport providers and other mobility providers are solely responsible for the provision of passenger transport services and other mobility services.

## **6. Remuneration and payment**

**6.1** Subject to any deviating provisions for FREENOW sharing service (<https://www.free-now.com/de/match-passenger/match-fixed-fare-germany/>) / match (<https://www.free-now.com/de/match-passenger/>), the fare for a taxi ride arranged by FREENOW is based on the locally applicable taxi fare regulations and other provisions for taxi services.

**6.2** The fare for a Ride journey arranged by FREENOW is displayed in the FREENOW app after the user has entered their desired start and destination locations. This is a fixed price which can only be paid using the available payment methods listed below.

**6.3** The fees for additional mobility services are based on the fee regulations of the additional mobility providers. These are displayed to the user in the FREENOW app before booking.

**6.4** In addition, the fees specified in the applicable fee schedule may also apply. The fees charged by FREENOW for its brokerage services are also set out in the applicable fee schedule. FREENOW is entitled to change the fee schedule at any time. The user will be informed of any planned changes four weeks before the new fee schedule comes into effect. Further information on the fee schedule can be found in the FAQ on the fee schedule.

**6.5** Notwithstanding the provision in sentence 2 for taxi companies, the passenger transport provider or other mobility provider assigns its claims against the user for payment of the fees for the passenger transport services or other mobility services provided to FREENOW. In the case of taxi companies, assignment only takes place for journeys where payment via app is selected.

**6.6** If an assignment has been made, FREENOW shall assert the claim for payment of the fees for the passenger transport services or the additional mobility services against the user in its own name and on its own account. However, the contract underlying this claim shall continue to exist between the passenger transport provider or additional mobility provider and the user.

**6.7** Unless other payment methods are offered for the respective passenger transport service or additional mobility service, the user shall pay the claims asserted by FREENOW cashlessly (using the payment method selected by the user during the registration or booking process) via the FREENOW app in accordance with these GTC ('Pay-by-App').

## **7 Conditions for payment via app**

**7.1** To use the payment via 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 store the relevant

information. The selected payment methods can be changed, adjusted or deleted by the user at any time in the FREENOW app.

In addition, the user can choose which of the stored payment methods is to be used for the respective payment transaction directly during the payment process.

**7.2** By using Pay-by-App, the user agrees that FREENOW may charge the payment method selected by the user during the payment process, such as credit card or PayPal, for the amount of the fare payable to FREENOW after completion of the journey, plus any tip of their choice and any other fees incurred (see Section 6.4), upon completion of the journey. Furthermore, the user acknowledges and agrees that when storing a payment method as part of booking a journey, the user may be asked to provide additional authentication of their identity ('strong customer authentication'); this authentication may be carried out using various methods (e.g. one-time password, password for logging into the FREENOW app, biometric authentication), which depend on the relevant agreements between the user and their bank, payment service provider and/or credit card issuer (e.g. Visa, Mastercard, American Express); FREENOW reserves the right to request such authentication via the website of the user's bank, payment service provider or credit card issuer for security reasons; FREENOW also reserves the right to transmit additional payment-related information about the user to the bank, the respective payment service provider or credit card issuer during this authentication process. Furthermore, FREENOW reserves the right to debit the payment method or account selected for a payment transaction at any time when a claim is due without additional authentication by the user. The terms of this Section 7.2 on user authentication are intended to inform the user about the processing of payments via the FREENOW app. FREENOW shall not be liable to the user for the application, non-application, delay or failure of the above-mentioned processes, unless FREENOW is at fault. The provisions of this section shall not affect or impair the user's payment obligations to FREENOW under these GTC in any way.

**7.3** If the user selects PayPal as the payment method, they shall pay the final amount selected by them during the payment process to FREENOW without disclosing their bank details to FREENOW. In this case, an automatic debit transaction (electronic direct debit) or credit 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 use PayPal's payment service to settle claims by FREENOW, 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 will receive a receipt for the passenger transport or other mobility services by email to the email address provided to FREENOW (with the exception of payments made in the vehicle, which can be made either in cash or by credit or debit card, depending on availability). If payment is made in the vehicle, the passenger carrier shall issue a receipt to the user upon request. If the user requires such a receipt at a later date, FREENOW shall issue such a receipt to the user on behalf of the passenger carrier upon request.

**7.5** FREENOW expressly reserves the right to discontinue certain payment methods in individual cases.

**7.6** FREENOW accepts no liability for the processing of cashless payments by the respective payment service provider. In the event of incorrect or erroneous bookings, the user must contact the respective payment service provider and/or the paying agent themselves.

**7.7** If the user defaults on payment using their chosen payment method, FREENOW is entitled to charge default interest at a rate of five (5) percentage points above the base rate per annum. If FREENOW can prove that it has incurred higher damages due to the default, FREENOW is entitled to claim these.

**7.8** In principle, payment for passenger transport services or additional mobility services via the pay-by-app function is possible in all vehicles used by the respective passenger transport providers and when booking additional mobility services. However, if payment via the pay-by-app function is not possible for technical reasons (e.g. due to a technical fault), the following shall apply: For taxi and ride journeys, the user is obliged to pay for the journey in cash (or by debit or credit card, depending on availability). If FREENOW is unable to collect the fare for the respective passenger transport service or additional mobility service from the user using the payment method selected by the user, the user must pay the fare to FREENOW immediately, at the latest within five (5) days of the payment due date. For this purpose, the fee incurred for the respective passenger transport service or additional mobility service will be displayed to the user in the FREENOW app with a corresponding note. If the user does not pay the fee within the specified period, FREENOW will, after informing the user accordingly, collect the outstanding amount via another payment method registered by the user.

**7.9** When a new payment method (e.g. credit card) is registered for the pay-by-app function or at the time of booking, FREENOW reserves the right to reserve a small amount in advance for validation purposes ('pre-authorisation'). The user's bank account will not be debited during pre-authorisation. It is not possible to register a payment method if the pre-authorisation fails. Pre-authorisation will also be carried out if the booking request was unsuccessful or the journey was cancelled. During pre-authorisation, the available credit will be temporarily blocked for the respective payment method and in the amount of the pre-authorisation amount for up to ten (10) working days. In addition, FREENOW may request pre-authorisation on the user's default or individually selected payment method in the amount of the estimated or, in individual cases, the fixed fare, including any applicable fees and a pre-selected tip 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 pre-authorisation, the user will be informed of the details of the pre-authorisation via a push notification via the FREENOW app before the booking is completed. A subsequent change (i.e. during or at the end of the journey) to the payment method selected at the start of the journey is not possible if pre-authorisation has been made for the originally selected payment method. Once payment has been received in full, the reserved amount will be released by FREENOW. This may take up to five (5) working days at the user's bank or payment service provider. By using the Pay-by-App function, the user agrees to the pre-authorisation procedure of FREENOW as set out in this clause.

## **8 Conditions for the use of vouchers when paying via the app**

**8.1** Unless other terms and conditions of FREENOW apply to the respective voucher promotion, the following provisions shall apply to the redemption of vouchers:

**8.2** The user can only use a voucher code on a voucher if they select Pay-by-App as the payment method.

**8.3** The voucher code is valid for a single journey and may only be used once per user during the respective promotional period. Voucher codes that are not redeemed during the respective promotional period will expire without compensation. The value of the voucher code cannot be paid out in cash. If a technical error in the FREENOW app prevents the user from redeeming the voucher code during the promotional period, FREENOW will provide the user with a replacement code.

**8.4** A voucher code for the first Pay-by-App booking can only be used once per user and only for the first Pay-by-App booking. If the user does not use this voucher code for their first Pay-by-App booking, the voucher code expires. A refund or restoration of the voucher code for the first Pay-by-App booking is excluded.

**8.5** Voucher codes must be entered into the FREENOW app before the start of the payment process and accepted as valid.

**8.6** Voucher codes cannot be combined with other promotions, coupons or discounts. If the voucher code is lost, the user has no right to a replacement. Voucher codes may not be sold, resold or otherwise exchanged for cash.

**8.7** In the event of unauthorised use of voucher codes, FREENOW is entitled to block the user's account after giving appropriate notice. FREENOW is also entitled to block the relevant user accounts in the event of fraud, attempted fraud or suspicion of other illegal activities in connection with voucher codes.

## **9 Rights of use**

**9.1** FREENOW grants the user a simple, revocable, non-transferable and non-exclusive right to use the FREENOW app to the extent necessary for the use of the FREENOW app for brokerage purposes within the scope of these GTC. However, this right of use is limited to the use of the FREENOW app for the user's own purposes. Commercial distribution or other exploitation of the FREENOW services or content is not permitted.

**9.2** The user is prohibited from reproducing, renting or leasing the FREENOW app in whole or in part, editing it, redesigning it in any other way or sublicensing it. The user is also prohibited from decompiling, disassembling or reverse engineering the FREENOW app.

## **10 Prohibited use, responsibility for content**

**10.1** The user is prohibited from using the FREENOW app to upload, store, transmit or distribute illegal, youth-endangering, defamatory and/or otherwise offensive or other

unlawful content. This also includes the unlawful distribution 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 content they transmit and their use of the FREENOW app.

In relation to FREENOW, the user is also responsible for content created or made available by third parties or another user and transmitted via their account.

**10.3** FREENOW reserves the right, without obligation, to check the user's content to ensure that it complies with the permitted uses set out in these Terms and Conditions. In the event of a violation or the likelihood of a violation, FREENOW is entitled, after notifying the user accordingly, to block the user's content in whole or in part with immediate effect. Furthermore, FREENOW is entitled in this case to terminate the app usage agreement. This does not affect the assertion of other claims by FREENOW.

**10.4** The User is able to report any illegal content on this our webpage by contacting us via [compliance@free-now.com](mailto:compliance@free-now.com) or <https://support.free-now.com/hc/en-gb>.

**10.5** In the event FREENOW blocks all or part of the User's content or termination of the App Usage Contract by FREENOW, the User may have recourse to FREENOW's internal complaints handling system to obtain clarification of the facts and circumstances of the blockage or termination. To do so, the User is invited to send his or her complaint, together with all the appropriate information and supporting documents (the "Request") to the following address: <https://support.free-now.com>. The User will receive an acknowledgement of receipt of the Request confirming that it has been received by FREENOW, which reserves the right to contact the User to obtain additional information if necessary. FREENOW undertakes to provide the User with the results of its investigation of the Request within a reasonable period of time, it being specified that this period of time depends on the importance and complexity of the problem raised. The User may contact FREENOW at any time to obtain information on the processing of his or her Request.

## **11 Third-party property rights, indemnification**

**11.1** If the use of the FREENOW app by the user infringes the rights of third parties, the user shall immediately cease the use of the FREENOW app that is in breach of contract and/or unlawful.

**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 as a result of an infringement of third-party rights, including reasonable costs incurred for legal defence. All further rights and claims for damages by FREENOW remain unaffected.

**11.3** If third parties assert claims against FREENOW due to a violation of rights by the user, the user is obliged to inform FREENOW comprehensively and immediately of the background to the claims asserted, insofar as this is necessary for examination and defence.

## **12 Availability**

The user has no right to constant and uninterrupted availability of the FREENOW app. However, FREENOW shall endeavour to achieve the highest possible availability and to avoid disruptions. Should disruptions nevertheless occur, FREENOW shall endeavour to remedy them as quickly as possible.

## **13 Liability**

**13.1** FREENOW shall be liable in accordance with the statutory provisions for damage caused by FREENOW, its legal representatives or vicarious agents through wilful intent or gross negligence. This applies in particular to damage incurred by the user through the use of the FREENOW app and to impairments or damage to the user's hardware or software caused by the FREENOW app or the transmission of data.

**13.2** FREENOW shall only be liable for simple negligence in the event of a breach of a material contractual obligation and only to the extent of the damage typical for the type of contract and foreseeable at the time of conclusion of the contract. Material contractual obligations are those whose fulfilment is essential for the proper execution of the contract and on whose compliance the user regularly relies and may rely.

**13.3** The provisions of this section also apply in favour of FREENOW's legal representatives and vicarious agents. The above limitation of liability does not apply (i) within the scope of guarantees assumed, (ii) for culpable injury to life, limb and health, and (iii) for fraudulently concealed defects.

## **14 Contract term and termination**

**14.1** The app usage agreement comes into effect upon completion of registration by the user and is concluded for an indefinite period.

**14.2** The app usage agreement may be terminated by either party at any time in writing without giving reasons.

## **15 Data protection**

With regard to data protection regulations, reference is made to the privacy policy, which is available at <https://free-now.com/de/agb-datenschutz-cookies/>.

## **16 Applicable law, place of jurisdiction**

**16.1** The law of the Federal Republic of Germany applies, excluding conflict of law provisions.

**16.2** The exclusive place of jurisdiction for all disputes arising from or in connection with these General Terms and Conditions is Hamburg, provided that the user is a merchant within the meaning of the German Commercial Code or the user does not have a place of residence in the Federal Republic of Germany at the time the action is brought.

## **17 Information on online dispute resolution**

**17.1** The EU Commission has created an internet platform for online dispute resolution (known as the 'ODR platform'). The ODR platform, which was previously available at [ec.europa.eu/consumers/odr](https://ec.europa.eu/consumers/odr), was shut down in 2025.

**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 General Terms and Conditions be invalid or unenforceable, or should they contain a loophole, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced or the loophole filled by a provision that comes closest to the economic purpose of these General Terms and Conditions.

Valid from 01.06.2025

### **Service Provider:**

Intelligent Apps GmbH (FREENOW)  
Neumühlen 19  
22763 Hamburg  
Handelsregistereintrag: Amtsgericht Hamburg  
Registernummer: HRB 110377

Request can be submitted here: <https://support.free-now.com/hc/de/requests/new>