

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 Italia S.r.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 Passenger 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 Italia S.r.l., Via Privata del Gonfalone 2, 20123 Milan.

1.7 "**Passenger Transportation Services**" are taxi trips mediated by FREENOW.

1.8 "**Taxi Companies**" are companies like cooperatives and/or consortium or self-employed licensed taxi drivers that provide the non-scheduled public transportation of persons by means of passenger vehicles (taxi) 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.

1.9 "**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.

1.10 **"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.

1.11 **"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 related to the Passenger Transportation Services and Further Mobility Services mediated by FREENOW from time to time activated by the Users so these GTC 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. Examples of the reasons that may make such changes to the provisions of these GTC necessary are: developments beyond the FREENOW's reasonable control; or changes at legislative level; or the need to address security problems. 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 at the address communicated by User during the creation of his/her account 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 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, FREENOW may terminate the contract in accordance with section 14.3.

3 Subject matter of the contract

3.1 The services of FREENOW consist of the mediation of Passenger Transportation Services and/or 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 cannot control the availability of Passenger Transportation Service and/or Further Mobility Services and/or information transmitted by Taxi Companies or Further Mobility Providers. Therefore 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. The User has no claim to a successful mediation and/or the conclusion of contracts of carriage as well as contracts for the provision of Further Mobility Services.

3.3 FREENOW has the right with effect for the future to change the specifics of the offer of the Intermediary Services at any time, without individual notification to the User, 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://www.free-now.com/it/> and/or in 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: [Please insert link to the relevant Italian webpage once available]. 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://www.free-now.com/it/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 account. The User shall immediately notify FREENOW of any unauthorized use by third parties or any suspicion thereof by using the online form available at the address

<https://support.free-now.com/hc/it/requests/new> and also immediately in writing

(Mytaxi Italia S.r.l., Via Privata del Gonfalone 2, 20123 Milan).

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.

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. The User shall personally activate mobile data communication and other connection and bear any data transmission costs which become payable to the User's mobile service provider.

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-by-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-by-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 Passenger Transportation Services and Further Mobility Services

5.1 The performance of the Passenger 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 FREENOW App provides pure intermediation and no other service. In particular, use of the FREENOW App does not give rise to any passenger transportation contract or further mobility services contract between FREENOW and the User. The contractual partner of the User of these Passenger Transportation Services and the Further Mobility Services is the respective Taxi Company or the respective Further Mobility Provider.

FREENOW's Intermediary Services are directed only to people over 18 years old. Except as provided for in the general conditions of the Further Mobility Providers, users under 18 years old may only use Intermediary Services if they are authorized by their parents or by those entitled with parental authority, without prejudice to the relevant municipal regulations.

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 Passenger 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 Passenger Transportation Service or Further Mobility Service.

5.3 In connection with taxi or ride 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. FREENOW is unconnected to the Passenger Transportation Services provided by the Taxi Companies which remains regulated by its legal framework applicable and terms and conditions. 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. As provided for by the framework law 21/1992 and subsequent amendments, regulatory framework governing taxi services, which should be understood here as fully and transcribed, the methods for carrying out the taxi transportation service and the criteria for the determination of the fares are set by each municipality.

5.4 FREENOW assumes no liability for the performance of the Passenger Transportation Services and the Further Mobility Services. The Taxi Companies and the Further Mobility Providers are solely responsible for the provision of the Passenger Transportation Services and the Further Mobility Services.

5.5 Any claims arising from Passenger Transportation Services booked through FREENOW will pertain exclusively to the relationship between the Taxi Company and the User. Likewise, any claim arising from the use of the service provided by Further Mobility Providers relates exclusively to the relationship between the latter and the User.

6 Fees and Payment Methods

6.1 Intermediary Service Fees

6.1.1 FREENOW charges a fee for the Intermediary Services ("**Intermediary Service Fee**") provided by FREENOW through the FREENOW App to the Users who use the different features of FREENOW App to avail themselves of the

non-scheduled public transport of people by taxi provided by Taxi Companies. The Intermediary Service Fee is fixed for any completed trip and does not depend in any way on the cost of the taxi ride and the transport service cost.

6.1.2 FREENOW charges the Intermediary Service Fee only to Users who complete the taxi ride and use for paying the ride the feature of the App "Pay by App" ("**Pay-per-App**"), in accordance with these GTC. This means that the Intermediary Service Fee – being a fee linked to the use of the platform and not to the transport service - is charged to Users who take advantage of the Intermediary Services provided by FREENOW in its different features. Therefore, the Intermediary Service Fee will not be charged by FREENOW to the User in the event of cancellation of the taxi ride or payment directly to the taxi driver, by cash or by credit card or by another payment instrument.

6.1.3 The cost of the taxi ride and the transport service cost, whose fares are governed by the respective locally applicable taxi tariff regulations and other provisions for taxi traffic set by each Municipality. 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.

6.2 Conditions for the cancellation of taxi rides or of service or Further Mobility Services

6.2.1 If the User decides to cancel a trip by taxi, after the booking has been accepted by the Taxi Companies, a fee may be charged to the User for the requested service.

6.2.2 In case of cancellation of service of Further Mobility Services, it is possible that a cost will be charged to the User for the service requested if provided for by the Further Mobility Provider's terms and conditions.

6.3 Fee Policy

The Intermediary Service Fees charged by FREENOW for the mediation services (under clause 6.1 of these GTC) as well as the cancellation policy charges (under clause 6.2 of these GTC) are set out in the applicable valid Fee Policy [hyperlink]. FREENOW is entitled and reserves the right to change, remove and/or revise fees and charges as well as the relevant conditions of application included in the Fee Policy at any time. The User will be informed of the planned change with a lead time of four (4) weeks before the new Fee Policy comes into effect. If the User does not agree on the introduced changes, he/she may terminate without cause the App Usage Contract with immediate effect and without penalty by using the online form available at the address <https://support.free-now.com/hc/it/requests/new> within the above term. The request of the Intermediary Service during the aforementioned term constitutes acceptance of the new Fee Policy.

Further information on the Fee Policy can be found in the FAQ on the Fee Schedule [hyperlink].

6.4 Payment Methods

6.4.1 This section regulates how the Users of FREENOW pay the transportation fees due to the Taxi Companies and the fees for the use of Further Mobility Services.

6.4.2 Payment to the driver - The User may pay the ride by taxi in cash or by credit card or by another payment instrument made available by the Taxi Companies, without using the payment system through FREENOW. This method of payment is excluded for the use of Further Mobility Services.

6.4.3 Payment through the app ("Pay by App") - Pursuant to these GTC, FREENOW permits Users to avail of cashless means via the FREENOW App to pay Taxi Companies and Further Mobility Providers using any of the payment methods offered, up to a limit determined by FREENOW and communicated on the FREENOW website, in the FREENOW App or by any other means. All the terms and conditions of this payment means are better described in clause 7 below.

6.4.4 For the use of the Passenger Transportation Service relating to the booking of taxi rides, the User can freely choose the method of payment between payment to the driver and Pay by App. For the use of the Further Mobility Services, the User must choose the Pay by App payment method. The choice of this payment method is a condition for the use of Further Mobility Services via the FREENOW App.

6.4.5 With reference to the Passenger Transportation Service relating to the booking of Taxi rides, if the User opts to pay by FREENOW App, she/he must pay the gross passenger fee and any desired tip at the end of the trip and herewith authorizes FREE NOW to deduct the due amount from the credit card, PayPal account or other means of payment. The App provides the option of pre-establishing the amount of the tip, which the passenger voluntarily pays to the Taxi Company.

6.4.6 In any case, if the User opts to Pay by App, the User waives the need for a paper receipt and agrees that the receipt for the trip will be sent via email at the email address provided to FREENOW.

6.5 For Further Mobility Services and Passenger Transportations Services paid via the FREENOW App, the Taxi Companies or Further Mobility Provider allows FREENOW to charge the User for payment of the fees for the incurred Passenger Transportation Services or Further Mobility Services to FREENOW. However, the contract on which this claim is based shall continue to exist between the Taxi Companies or Further Mobility Provider and the User.

6.7 Unless other payment methods are offered for the respective Passenger Transportation Service 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-by-App**").

7 Conditions for Pay-by-App

7.1 In order to use the Pay-by-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.

7.2 By using Pay-by-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 Intermediary Service Fee to be paid by him/her to FREENOW after completion of the trip, the tariff due to the Taxi Company for the Passenger Transportations Service 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 Passenger Transportation Service 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 Companies 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 Companies upon request.

7.5 FREENOW expressly reserves the right to no longer offer certain payment methods in individual cases.

7.6 FREENOW assumes no liability whatsoever for the processing of the cashless payment by the respective payment 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 five (5) percentage points above the base interest rate p.a.. 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 Passenger Transportation Service or Further Mobility Service is possible via the Pay-per-App function in all vehicles used by the respective Passenger Carriers 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 and ride trips, the User is obliged to pay for the trip using the payment method available and accepted by the driver. If it is not possible for FREENOW to collect the accrued fee for the respective Passenger 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 Passenger 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 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 or on a case-by-case basis in the amount of the anticipated fare or the fare determined on a case-by-case basis, 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.

10.4 The User is able to report any illegal content on this webpage by contacting us via compliance@free-now.com or <https://www.free-now.com/it/assistenza-ai-passegger/>. Additionally, content will be screened via algorithm and human review by FREENOW.

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://www.free-now.com/it/assistenza-ai-passegger/> 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. The User may also refer the matter to a certified out-of-court dispute settlement body. Certified out-of-court dispute settlement bodies can be found at <https://digital-strategy.ec.europa.eu/en/policies/dsa-out-court-dispute-settlement>.

10.6 FREENOW reserves the right to temporarily block users or terminate the user App Usage Contract in the event of repeated complaints under Section 10.5 that are untruthful, inappropriate, contain illegal content or are otherwise abusive.

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 is obligated to inform FREENOW comprehensively and immediately about the backgrounds of the asserted claims, insofar as this is necessary for examination and defense.

12 Availability and Warranty

12.1 FREENOW shall endeavor to achieve the highest possible availability of the FREENOW App by also providing, from time to time, the necessary software updates. The User will be informed reasonably in advance of any software update.

12.2 FREENOW shall undertake to avoid any disruption of the availability of the FREENOW App, should disruptions nevertheless occur, FREENOW will endeavor to remedy them as quickly as possible.

12.3 However, FREENOW cannot ensure and the User has no right to constant and uninterrupted availability of the FREENOW App. FREENOW cannot be held responsible for any unavailability of the FREENOW App and of the Intermediary Services provided through the FREENOW App due to factors beyond the reasonable control of FREENOW (such as technical reasons, network congestion, failure of Internet service providers, etc.).

12.4 FREENOW warrants for as long as the User uses the FREENOW App that the FREENOW App i) corresponds to the description contained in these GTC and ii) fits the purpose of the Intermediary Services provided by FREENOW.

12.5 In the event of lack of conformity, the User has the right to have the FREENOW App brought into conformity. In any case possible claims aimed at requesting that the FREENOW App or the related Intermediary Services be brought back to conformity is time barred after the elapse of 26 months from the date of the latest supply of the FREENOW App. FREENOW may not be deemed responsible for the lack of conformity resulting solely from the lack of the relevant software update, provided that (i) the User was informed about the availability of the software update and the consequences of the failure of the User to install it; and (ii) the failure of the User to install or the incorrect installation by the User of the software update was not due to shortcomings in the installation instructions provided.

13 Liability

13.1 FREENOW shall only be liable in accordance with the statutory provisions for damages caused by FREENOW, its legal representatives or vicarious agents intentionally or through 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.

13.2 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, Withdrawal 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 User has the right to withdraw from the contractual relationship with FREENOW without specifying the reason within the term of fourteen days from the day of acceptance of these GTC. This right of withdrawal must be exercised by sending a written communication by registered letter with return receipt to the following address: Via del Gonfalone n. 2, 20123 Milano or by submitting the request through the following link: <https://support.free-now.com/hc/it/requests/new>. With the receipt by FREE NOW of the aforementioned communication, the parties are released from the respective obligations arising from the App Usage Contract. The right of withdrawal can not be exercised against the Intermediary Services already performed by FREENOW. The User acknowledges and agrees that by activating one of the Intermediary Services during the cooling off period he/she will lose his/her withdrawal right granted to him/her pursuant to Legislative Decree 206/2005 and performance of the Intermediary Services has begun with the express agreement of the User and acceptance of the loss of the right of withdrawal following full performance of the App Usage Contract by FREE NOW.

14.3 The App Usage Contract may be terminated without cause by the User at any time without giving reasons by communicating such request to FREENOW by emailing at the address <https://support.free-now.com/hc/it/requests/new>.

The App Usage Contract may be terminated by FREENOW in text form at any time for just cause. Just causes for termination by FREENOW may include:

provision by the User of untruthful/not updated data (breach of 4.3 of GTC) or unauthorized or fraudulent use of FREENOW App or any misuse (breach of 4.5 of GTC) or use of the FREENOW App to upload, store, transmit or disseminate illegal, youth-endangering, derogatory and/or otherwise offensive as well as other unlawful content by the User (breach of 10.1 of GTC) violation of industrial property rights of

third parties (breach of 11 of GTC) or omission to pay the due fee for Passenger Transportation Service or Further Mobility Service via the means of payment selected by the User (breach of 7 of GTC) or any other material breach of these GTC or of the applicable law.

15 Data protection

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

16 Applicable Law, Place of Jurisdiction

16.1 Italian law and in particular the legislative Decree 206 of 2005 (the Consumer Code) shall apply to these GTC, excluding the conflict of laws provisions.

16.2 For any controversy originating from or related to these GTC, the Court of the place of residence or domicile elected by the User in the Italian territory will be exclusively competent.

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 01 December 2023