

BETWEEN:

Free Now Ireland Limited, 7-12 Baggot Court, Dublin 2, D02 F891, Ireland, with registration no. 510447 ("**FREENOW**"),

And

(A) multi-vehicle-contractors (including registered companies) who/that employ small public service vehicle ("**SPSV**") licensed vehicle drivers ("**Employed Drivers**") (each a "**Multi-Vehicle Operator**"); and (B) individuals who are licensed SPSV drivers and provide transport services on their own behalf as self-employed contractors (each an "**Individual Operator**"), who wish to collaborate with FREENOW in the joint conduct and operation of the business of Transportation Services (referred to hereafter as the "**Cooperation Arrangement**" or the "**Cooperation Arrangements**" as the context requires pursuant to the separate agreement and terms and conditions agreed between them, whereby FREENOW and the Relevant Operator share the responsibilities for the performance of the functions of the Transportation Services). The Multi-Vehicle Operator, and the Individual Operator hereinafter also collectively referred to as the "**Relevant Operators**";

(FREENOW and the Relevant Operators hereinafter also collectively referred to as the "**Relevant Providers**")

And

Users of the mobile application, website of FREENOW and / or the Transportation Services provided by FREENOW and Relevant Operators pursuant to a Cooperation Arrangement and / or the Mobility Services offered by Mobility Partners (the "**Users**", each a "**User**" (or "**you**")).

SCOPE AND MAIN TERMS

These General Terms and Conditions (these "**Terms and Conditions**") shall apply to your use of FREENOW's mobile application, website and phone line and also to your use of other services, including Transportation Services provided under the Cooperation Arrangement and Mobility Services. The term "**App**" when used in these Terms and Conditions means software provided by FREENOW, and includes both FREENOW's mobile application and website that enables the User to obtain other services and also includes the FREENOW phone line that

Users can call to request Transportation Services. Please read these Terms and Conditions carefully before agreeing to them.

FREENOW provides you with access to the App, through which you may obtain other services specified in these Terms and Conditions, including Transportation Services provided under the Cooperation Arrangements and Mobility Services (as defined and described in section 2 and section 3) ("**FREENOW's Platform Services**").

In order to use FREENOW's Platform Services, you are required to accept these Terms and Conditions during your registration for an account on the App. When you first register, access or use the App, or call the phoneline and thereafter each time you log in to use the App or call the phoneline to use Transportation Services, you indicate your acceptance of these Terms and Conditions and you agree to be bound by them. If you do not wish to be bound by these Terms and Conditions, then you may not register an account on the App or use FREENOW's Platform Services. If you do not wish to be bound by these Terms and Conditions, then indicate that you do not accept these Terms and Conditions and cease creating/delete your FREENOW account on the App. You may access the App and use FREENOW's Platform Services only in accordance with these Terms and Conditions.

These Terms and Conditions shall apply to you when you use FREENOW's Platform Services in Ireland and shall apply in addition to any other terms and conditions agreed between FREENOW and you (including any specific terms that may apply to particular services offered by FREENOW (such as, for example, FREENOW Plus)). Any terms and conditions agreed in individual agreements entered into with you which are inconsistent with the Terms and Conditions agreed in this agreement, however, shall prevail over these Terms and Conditions.

These Terms and Conditions shall also apply to you when you use the Transportation Services provided by FREENOW and the Relevant Operators pursuant to a Cooperation Arrangement and / or the use of Mobility Services offered by Mobility Partners.

These Terms and Conditions shall also apply to the provision of any Arranged Services (as defined in the Business Terms) to Authorised Users (as defined in the Business Terms) and if and to the extent that these Terms and Conditions and the Business Terms contradict each other, the provisions of the Business Terms shall prevail. For the purpose of the foregoing "**Business Terms**" means the separate terms and conditions governing the use of Business Account Services (as defined in the Business Terms).

These Terms and Conditions also detail fees that may be charged separately by FREENOW to you for the carrying out of its FREENOW's Platform Services, fees that may be charged by both FREENOW and Relevant Operators for providing the Transportation Services under the Cooperation Arrangements and Mobility Services to Users, including any Cancellation Fee (as defined in section 7 below) that may be levied in the event of the cancellation of any Trip (as defined below) where a Trip has been accepted by a Relevant Operator (as defined below).

Note that FREENOW may further use websites and apps operated by third party cooperation partners ("**Third Party Website Services**") that could lead to additional terms and conditions being applied.

These Terms and Conditions shall be available at all times on the App.

1. The Services

- 1.1. The Relevant Providers have agreed to collaborate with each other, pursuant to a Joint Cooperation Arrangement, in order to provide Users seeking transport to certain destinations with such services (the “**Transportation Services**”, or “**Ride services**”).
- 1.2. The FREENOW App gives the User the possibility to obtain such Transportation Services and to obtain and use further mobility services (“**Mobility Services**”) provided by third party partners (“**Mobility Partners**”, each a “**Mobility Partner**”), including (but not limited to) electric bicycles and related rental services (see section 3 below).
- 1.3. FREENOW’s Platform Services are provided to the Users via the App or via Third Party Website Services.
- 1.4. Each User must register with FREENOW on the App to gain access to FREENOW’s Platform Services. To register, the User must provide the User’s first and last name, email address (being the User’s “**Username**”), phone number and must create a secure password on the App or to FREENOW’s phone team when using the phone line. Successful registration, including acceptance of these Terms and Conditions, is required to be able to use FREENOW’s Platform Services. During the registration process, the User will be able to identify and correct input errors before completion of the registration.
- 1.5. The User, via the App or phonenumber, shall have the ability to send a request for Transportation Services to FREENOW and the potential Relevant Operator relevant for the service. The User shall also have the ability to communicate directly with the Relevant Operator which agreed with FREENOW to provide the Transportation Services under the Cooperation Arrangements in accordance with section 2 below.
- 1.6. Fees that may be charged by FREENOW for FREENOW’s Platform Services are set out either in section 7 of these Terms and Conditions as Technology Fees or, alternatively, in Relevant Operators and FREENOW’s Passenger Fee Policy which can be found [here](#) and that may be made available on the App from time to time. FREENOW reserves the right to modify the Technology Fee at any time in which case it will give reasonable and appropriate notice to the User prior to any such changes taking effect.
- 1.7. When the User uses web-enabled mobile end-devices, such as smartphones and tablet PCs (“**Mobile End-Devices**”, each a “**Mobile End-Device**”) to use FREENOW’s Platform Services, FREENOW provides the User access to the App (subject to these Terms and Conditions), which the User may install on the Mobile End-Device.
- 1.8. The User is solely responsible for the internet access necessary to access FREENOW’s Platform Services, any expenses relating to the same, the technical requirements (including necessary updates), and the configuration and capability of the device (including Mobile End-Devices) for using FREENOW’s Platform Services.
- 1.9. FREENOW is not responsible for the correctness or completeness of the data being transmitted by FREENOW’s Platform Services or for data reaching the User in a timely manner.
- 1.10. **Business Trips:**
 - 1.10.1. Trips (under the Cooperation Arrangements) can also be booked and billed as business/commercial Trips under the agreements concluded between FREENOW and participating business partners, which can authorise their personnel or other individuals to have a Trip billed as

business/commercial Trip under the business's account ("**Business Trips**", each a "**Business Trip**"). Separate terms may apply as between FREENOW and participating business partners for the provision of such Business Trips.

1.10.2. A Trip may also fall within a granted mobility budget agreed by the contractual business partner. Mobility budgets allow the User's employer, being a business partner, to offer its personnel or other individuals a fixed budget with FREENOW for use as a personal transportation budget. In such circumstances, the business partner will authorise their personnel or other individuals to have their Trip supplied to them under the Cooperation Arrangement to be billed under that individual's authorised mobility budget under the business partner's mobility budget account with FREENOW.

1.10.3. If the User books a Business Trip through the App, or decides to pay for a Trip as a Business Trip via a business account, data collected by FREENOW via the App will be sent for Trip handling and billing purposes to the business partner authorising the User for the Business Trip ("**Billing Data**"). If the Transportation Services and/or Mobility Service are booked as a Business Trip, billing-related information, including User first and last names, the User e-mail address, the time of the Trip, the start and end point of the Trip, and the fare incurred will be sent to the relevant FREENOW business partner authorising the User for the Business Trip. The amount of Billing Data sent will depend on the data required for the settlement of costs for the Business Trip with the business account holder. If the User books Transportation Services or Mobility Services as part of the business services, the User does so at their own risk. If the User undertakes Trips that are not covered by the business services, such Trips will be at their own account and all fees/fares payable will be discharged by way of the User's own private payment method, which shall be provided by the User in advance of commencement of the use of the mobility budget by the User. Furthermore, if the User exceeds a mobility budget granted to the User (as described at section 1.10 above), payment will not be made by the business partner and will instead be effected through the User's own private payment method. The User assumes full responsibility for any penalties or any fines or loss suffered by him or her as a result of use of FREENOW's Platform Services for Business Trips that is contrary to these Terms and Conditions or his or her agreement with the business partner.

1.10.4. FREENOW may use affiliated companies or external cooperation partners in order to process Billing Data.

1.11. In order to sign up for and use FREENOW's Platform Services, the User must be at least 18 years of age. Notwithstanding other provisions of these Terms and Conditions, the User may allow their account to be used by a person under 18 years of age to avail of FREENOW's Platform Services, or any other services, including Transportation Services provided under the Cooperation Arrangements and Mobility Services offered on the App, provided always that the User shall be fully responsible for any such person. In

such cases, the User shall be fully liable for the use of any of FREENOW's Platform Services via their account, and also for the use of any other services, including Transportation Services provided under the Cooperation Arrangements and Mobility Services offered on the App, including (without limitation) for all fees incurred and for compliance with section 11.

- 1.12. Trips booked via a business account are also subject to the fees described in Section 7 below and included in FREENOW's Fee Policy.

2. Transportation Services, offered under the Cooperation Arrangements and provided by FREENOW and the Relevant Operator

- 2.1. Pursuant to the Cooperation Arrangements, the Relevant Providers agreed to collaborate with each other to provide the Transportation Services to Users.
- 2.2. The joint provision of Transportation Services will be in accordance with the terms agreed in a separate contract between the Relevant Providers, and such contract will provide for arrangements between FREENOW and each Relevant Operator with respect to allocating to each of them the functions and responsibilities connected with performing the Transportation Service, each party bearing the costs incurred for the purposes of carrying out its allocated functions and the sharing of the Transportation Fare or other revenues connected with the provision of the Transportation Services to Users in the proportion of the contributions made by FREENOW and the Relevant Operator to the functions of the Transportation Service (each such individual service being a "Trip", together "Trips").
- 2.3. As per this contract, the Relevant Providers will allocate the following functions and responsibilities for the provision of the Transportation Services. Each party shall at all times be responsible for and shall be liable to bear the costs incurred for the purposes of carrying out all those functions which they have respectively agreed to carry out, necessary for the operation of the Cooperation Arrangement.
- 2.4. As part of the Cooperation Arrangements, the functions and responsibilities of FREENOW in so far as the provision of Transportation Services are involved, shall include, but shall not be limited to, the following:
 - i. the procurement and/or on-going maintenance of the Licences required in connection with the carrying on of FREENOW's respective part of the Transportation Services;
 - ii. the carrying out of dispatch operator functions and bookings in respect of SPSVs, including the provision and ongoing maintenance of the infrastructure necessary for the same (including FREENOW's mobile application, Website and phonenumber);
 - iii. the using of the User's address to identify the potential Relevant Operators near the User, and sharing the current location of the User, to the Relevant Operators near the User to allow Relevant Operators to decide whether or not to accept the request for Transportation Services to be provided to the User as part of the Cooperation Arrangements with FREENOW;

- iv. convey the User's address, together with the User's Username and telephone number, to the Relevant Operators in order to enable the Relevant Operators to fulfil accepted booking requests.;
 - v. the management of demand for Transportation Services, arrangements for certain hospitality trips and arrangement of business account trips;
 - vi. dealing with any passenger fare disputes arising out of the Transportation Services and maintaining and improving passenger quality of service;
 - vii. the provision of key technical set-up including the access to any required software / software platform including the Driver Application, the Website and Pay by App;
 - viii. the carrying out and/or procurement of market and customer research with respect to Transportation Services;
 - ix. the carrying out of advertising, marketing and promotional activities, including any activities with respect to the recognition and development of the Cooperation Arrangement;
 - x. the monitoring of regulatory matters pertaining to the Licences and legislation applicable to Transportation Services;
 - xi. the issuing of invoices, excluding where a copy of a receipt in respect of amounts paid to the Driver, via the FREENOW Platform, by the User is requested by the User;
 - xii. drawing up statements of account with respect to the Cooperation Arrangement;
 - xiii. management of cash-free payment methods to the Users;
 - xiv. charging cancellation fees when the User decides to cancel the Transportation Service after it has been accepted, or the User is not at the location where the ride was ordered by the User;
 - xv. determining fee policy;
 - xvi. managing Business Trips and relationships with Businesses;
 - xvii. any other activities ancillary to any of the above as agreed between the Parties at the relevant time.
- 2.5. As part of the Cooperation Arrangements, the functions and responsibilities of the Relevant Operator in so far as the provision of Transportation Services are involved, shall include, but shall not be limited to, the following:

- i. the procurement and/or on-going maintenance of the Licences required in connection with the carrying on of the Relevant Operator's respective part of the Transportation Services;
 - ii. the provision of SPSV(s) in good operating condition and meeting the industry safety standards and the requirements of Applicable Laws;
 - iii. the fulfilment of accepted booking requests;
 - iv. maintaining a mobile device required for accessing the FREENOW App for Relevant Operators
 - v. accepting Pay by App and inputting all cash received from Users for the Transportation Services, tips or otherwise into the FREENOW App for Relevant Operators
 - vi. any other activities ancillary to any of the above as agreed between the Parties at the relevant time.
- 2.6. The Relevant Providers will charge the User for Transportation Services as part of the Cooperation Arrangements (including any additional fees or surcharges that may apply to Transportation Services under Irish law) (together the "**Transportation Fare**"), and Cancellation Fees (in accordance with section 7). Furthermore, if the User uses Third Party Website Services, such third party may charge the User for such use ("**Third Party Charges**"). Such Transportation Fares, Cancellation Fees and Third-Party Charges, even when discharged by the User via the App in the manner set out in section 6 below, will represent a payment made by the Users to the respective service providers for the amounts due to them.
- 2.7. For the avoidance of doubt, Transportation Fares, Cancellation Fees or Third Party Charges are separate from the fees charged by FREENOW for FREENOW's Platform Services, as further detailed in sections 6 and 7 below.

3. Mobility Services

- 3.1. The terms and conditions applicable to the provision of Mobility Services are specified in the general terms and conditions of each Mobility Partner ("**Mobility Partner Terms and Conditions**"), which are made available to the User prior to booking a Mobility Service, together with the Mobility Partner's privacy policy and the express and prior acceptance of the User is collected before the reservation. The Mobility Services are separate from the Cooperation Arrangements.
- 3.2. When a User books and/or uses Mobility Services, FREENOW acts only as an intermediary between the User and the Mobility Partner and is not a party to the agreement for the provision of the Mobility Services, which is instead between the User and the Mobility Partner.
- 3.3. The fees and charges applicable for the use of the Mobility Services are detailed in the Mobility Partner Terms and Conditions, which shall include the pricing policies of the respective Mobility Partner, that will be made available to the User prior to booking (as described in section 3.1 above). FREENOW invoices the User and collects payment of

the fees relating to the booking and/or use of the Mobility Services by the User in the name and on behalf of the Mobility Partner, in accordance with the Mobility Partner's fee policy.

- 3.4. The Mobility Partner assigns its claim against the User for payment of the fees for the Mobility Services to FREENOW. FREENOW therefore collects the payment of the price of the Mobility Service in its own name and for its own account. However, notwithstanding this the agreement relating to the booking and/or use of Mobility Services continues to exist between the Mobility Partner and the User.
- 3.5. Unless other payment methods are offered for the respective Mobility Service, the User must pay amounts due in respect of the booking/use of Mobility Services by way of the Pay by App service (as further detailed under section 7). The fee for other Mobility Partner services shall be paid by using the payment method selected by the User during the registration or booking process.
- 3.6. Depending on the nature of the Mobility Service, the Mobility Partner may require that certain additional information and/or documents (such as a license, proof of identity etc.) be provided in order to proceed with the reservation of any Mobility Services. The User must provide the requested information, ensure that it is complete and accurate, and update it in the event of any changes. FREENOW may offer a validation service in respect of such additional information and/or documents (meaning a validation that the User is entitled to use the Mobility Services), which may be carried out by FREENOW or by a third party designated by FREENOW for this purpose within the App. The User has discretion whether or not to use the validation service. Any successful validation will be recorded in the User's FREENOW account, however FREENOW reserves the right to carry out a new/repeat validation at a later date. Similarly, any change in the conditions required to book and/or use any Mobility Services may result in the application of a new validation procedure for the documents and/or information required to be provided.
- 3.7. The User is responsible for complying with Mobility Partner Terms and any other legal/regulatory provisions in force and applicable to the relevant Mobility Services (e.g. the requirement to hold a valid licence to use such Mobility Services).
- 3.8. FREENOW offers no guarantees as to the availability of any Mobility Services.
- 3.9. FREENOW reserves the right not to forward any requests relating to Mobility Services from a User to the Mobility Partner if FREENOW has a legitimate reason to believe that the User will not behave in accordance with the applicable terms and conditions or if it appears that the User does not meet the minimum criteria required by the Mobility Partner or by FREENOW for such a reservation of such Mobility Services.
- 3.10. Mobility Partners are solely responsible for the Mobility Services they offer via the App. The User acknowledges and accepts that some or portions of FREENOW's Platform Services may be made available under other brands, by other FREENOW's affiliates or subsidiaries, or by Mobility Partners.
- 3.11. FREENOW shall not be liable to Users in respect of any claims arising out of or in connection with Mobility Services provided and facilitated through FREENOW's Platform Services.

4. Location data

- 4.1. The App may determine the User's location when the User is seeking to avail of FREENOW's Platform Services ("**Location Services**"). The settings in relation to FREENOW's use of location data can be selected in the privacy settings of the App, the

Third Party Website Services, and/or the Mobile End-Device. For further details in relation to FREENOW's use of location data and other personal data, please see FREENOW's Privacy Notice available in the App or at the FREENOW website currently available at <https://www.free-now.com/ie/gtc-privacy-policy-cookies/> (the "**Privacy Notice**").

- 4.2. If: (i) the User has activated the Location Services; and (ii) the User has made a request for Transportation Services via the App, FREENOW shall be permitted to use the information regarding User's current location to identify the potential Relevant Operator near the User, and shall be responsible for sharing the current location of the User, to Relevant Operators near the User. This is to allow Relevant Operators to decide whether or not to accept the request for Transportation Services to be provided to the User as part of the Cooperation Arrangements with FREENOW (more details may be found in the Privacy Notice).
- 4.3. If: (i) the User has activated the Location Services; (ii) the User has made a request for Transportation Services via the App; and (iii) the Relevant Operator has accepted the request for Transportation Services to be provided to the User as part of the Cooperation Arrangements with FREENOW, FREENOW will be responsible for conveying the User's location, together with the User's Username and telephone number, to the Relevant Operator in order to allow the Relevant Operator to fulfil its responsibility to pick up the User and drive the vehicle to the destination provided by the User (more details may be found in the Privacy Notice).
- 4.4. The provision of FREENOW's Platform Services and the Transportation Services to be provided under the Cooperation Arrangements by the Relevant Providers, or any element of them, may be dependent upon access to information regarding the location of the User. Whilst the User is free to prevent access by FREENOW to his or her location by de-activating Location Services, if the User does not activate Location Services FREENOW may be unable to provide FREENOW's Platform Services and the Relevant Providers may also be unable to fulfil their obligations to provide the Transportation Services under the Cooperation Arrangements.

5. Modifications, Suspension & Availability

- 5.1. FREENOW reserves the right to modify FREENOW's Platform Services at any time for any reason, including, without limitation, for the purposes of development and/or quality improvement. Furthermore, FREENOW reserves the right to discontinue or suspend FREENOW's Platform Services at any time, permanently or temporarily, without notice. Information on any permanent or temporary suspension shall be provided via the FREENOW website currently available at www.free-now.com, the App or through other means.
- 5.2. The User shall have no right to the continuous and uninterrupted availability of FREENOW's Platform Services. FREENOW's Platform Services are provided on an 'as is' and 'as available' basis.

6. Payment for Transportation Services, Pay by App, conditions for use of vouchers through Pay by App

- 6.1. The User agrees to pay

- 6.1.1. the Technology Fee to FREENOW for the provision of FREENOW's Platform Services (in accordance with section 7 below); and / or
- 6.1.2. the Transportation Fares for the Transportation Services provided by the Relevant Providers under the Cooperation Arrangements (in accordance with section 2 above); and / or
- 6.1.3. the Cancellation Fee (in accordance with section 7.4); and / or
- 6.1.4. the Third Party Charges if the User uses Third Party Website Services, and such third party charges the User for such use.; and/or
- 6.1.5. the Charges for Mobility Services to the Mobility Partner;

and all payments (other than those referred to in 6.1.1, 6.1.4 and 6.1.5) will be received on behalf of the Relevant Providers.

- 6.2. Unless stated otherwise in relation to the Transportation Services booked via the App, and save in the circumstances provided for at section 6.7 below, the User may pay the Relevant Operator the Transportation Fare in cash or through other means of payment offered by the Relevant Operator after completion of the SPSV trip. Where the User chooses to pay the Transportation Fare by cash, FREENOW may automatically effect payment of any fee due from the User as a result of FREENOW's Platform Services (detailed at section 7 below) through another private payment method registered by the User in accordance with section 6.3 to 6.25 below.
- 6.3. FREENOW may offer Users the option (or, in the case of section 6.7 below, require Users) to pay Transportation Fares, Technology Fees, Cancellation Fees, Third Party charges and any other fee or charges due from the User, whether to FREENOW or to the Relevant Operator, cash-free via the App using any of the payment methods offered (such as credit card), up to a limit determined by FREENOW from time to time (payment by cashless means through the App is referred to in these Terms and Conditions as **"Pay by App"**, and a Trip paid for through the App is referred to as **"Pay by App Trip"**). FREENOW shall in its absolute and sole discretion determine the maximum amount of any Pay by App Trip. These maximum amounts are made available on the FREENOW website, otherwise in the App or by any other appropriate means.
- 6.4. Whenever the User chooses or is required to pay Transportation Fares, and / or Cancellation Fees through Pay by App, FREENOW will collect the payments on behalf of the Relevant Providers. The Relevant Providers will share the revenue from the Transportation Fares and Cancellation Fees in accordance with the Cooperation Arrangement terms in a separate contract between the Relevant Providers (as referred to in section 2 above), and such contract will provide for private arrangements between FREENOW and each Relevant Operator with respect to the share of the revenue fairly earned by FREENOW and the Relevant Operator for their respective functions and responsibilities for the provision of the Transportation Services and such contact will also provide for the settlement of amounts due from FREENOW to Relevant Operators.
- 6.5. Whenever the User chooses to pay the Transportation Fare to the Relevant Operator in cash or through other means of payment offered by the Relevant Operator after completion of the SPSV trip, Relevant Operator will collect the payments on behalf of the Relevant Providers. The Relevant Providers will share the revenue from the Transportation Fares in accordance with the Cooperation Arrangement terms in a separate contract between them (as referred to in section 2 above).

- 6.6. Whenever the User chooses or is required to pay Third Party charges through Pay by App, FREENOW will collect the payment of the Third Party charges on behalf of Third Party website service providers. A separate contract will provide for private arrangements between FREENOW and the third party website service provider with respect to the settlement of amounts due from FREENOW to the third party website service provider.

In accordance with these Terms and Conditions and the terms of the contract between FREENOW and each Relevant Operator, and the terms of the contract between FREENOW and third party website service provider, FREENOW is not a payment services provider on behalf of either the User or the Relevant Operator or the third party website service provider, and it collects the Transportation Fare as part of the Cooperation Arrangements, and Third Party Charges from the User in its own name and for its own account.

- 6.7. FREENOW is responsible (as part of the Cooperation Arrangements) for managing demand with respect to the Transportation Services and therefore may, from time to time, and at its sole discretion, determine that, notwithstanding section 6.2 above, during certain specified times (including, without limitation, times of peak demand for Trips) the User shall be required to pay the Transportation Fare and any other fees due from the User, whether to FREENOW or to the Relevant Operator (including, without limitation, the Technology Fee, Third Party charges and any Cancellation Fee), using Pay by App and that the use of cash to pay the Transportation Fare to the Relevant Operator during those certain specified times shall not be accepted (such periods being “**Cash-Free Periods**”). Any decision to implement such Cash-Free Periods shall be made on the basis of FREENOW and Relevant Operator’s business needs (including the need to maximise the number of Relevant Operators available during times of peak demand) and to ensure greater availability of Relevant Operators and more rapid response times, to the benefit of Users. In the event of any decision to introduce Cash-Free Periods, FREENOW shall notify all Users not less than four (4) weeks in advance of the commencement of the application of such Cash-Free Periods, such notification to include the specific hours and/or days during which such Cash-Free Periods shall operate. Users shall also be notified in advance of submitting any request for Transportation Services during a Cash-Free Period (“**Cash-Free Transportation Services**”) of the non-acceptance of cash as a payment method for such Cash-Free Transportation Services.
- 6.8. If a Pay by App Trip creates a negative value in the User’s account and payment cannot be effected through the payment method chosen by the User, or the payment cannot be effected through that chosen payment method for any other reason, payment will be automatically effected by FREENOW through another private payment method registered by the User for the purposes of Pay by App. By accepting these Terms and Conditions, the User unconditionally accepts and agrees to FREENOW effecting payment through other private payment methods in the circumstances described in this section 6.8. The other provisions of this section 6 shall continue to apply to any payment effected by another private payment method by FREENOW pursuant to this section 6.8, to the extent applicable.

- 6.9. To use Pay by App, the User must provide details of at least one valid payment method in the App. This may include, for example, the User's credit card details.
- 6.10. When adding an electronic payment method for Pay by App, the User may be requested to set up an additional security feature (such as a PIN or password) for payment handling and authorisations for Pay by App Trips. Furthermore, the User acknowledges and agrees that:
- 6.10.1. during registration of a payment method (e.g. credit card), when ordering a ride or when paying via the App, the User may be required to complete an additional identity authentication process;
 - 6.10.2. this authentication may be processed via different methods (e.g. one-time passcode, password, biometric authentication) and may depend on a respective User's agreement with their bank, payment service provider and/or credit card issuer;
 - 6.10.3. FREENOW reserves the right to require such authentication from the User's bank or payment service provider for additional security;
 - 6.10.4. during this authentication process, FREENOW reserves the right to share additional payment relevant information about the User with the relevant payment service provider which will be transferred to the User's bank or payment service provider.
- 6.11. Notwithstanding the above, FREENOW reserves the right to process a payment request at any time after any fee becomes due and payable to FREENOW in accordance with these Terms and Conditions without requiring any additional authentication as described above from the User.
- 6.12. The User should note that the terms of section 6.10 are provided for the User's information in relation to the processing of payments. As a result: (i) FREENOW shall have no responsibility or liability to the User for the application, non-application, delay or failure of any such processes in any given case; and (ii) the terms of section 6.10 shall not affect the User's obligations to FREENOW under these Terms and Conditions.
- 6.13. Subject to restrictions that may apply for some bookings for Transportation Services and to sections 6.7 and 6.8 above, the User is free to select from the payment methods provided for Pay by App. The User can modify, tailor or remove these cashless payment methods in the App. If the User removes all cashless payment methods from the App, subject to section 6.7 above and section 7 below, they can continue to pay for Transportation Services and/or Mobility Services in cash or by any other permitted payment method, unless Pay by App is mandatory for the particular service booked. The User confirms at all times that the data provided for payment via Pay by App are complete, valid and kept up to date.
- 6.14. FREENOW reserves the right to, from time to time, make a pre-authorisation transaction of €0.01c against the payment card details for validation purposes. FREENOW will inform the User fourteen (14) days prior to undertaking this validation process. Any pre-authorisation will temporarily reduce the available balance for the respective payment method by the pre-authorisation amount and may appear as a temporary hold on the relevant payment card. Once the validation is complete, the authorisation amount will be released. This may take the User's bank or payment service provider a number of days to process. The pre-authorisation amount for validation purposes as described above will not ultimately be charged to the relevant payment method.

- 6.15. If the User chooses to pay Transportation Fares, fees in respect of Mobility Services and/or any other fees due using PayPal, the User shall pay the amount specified by them during the payment process. The User acknowledges that PayPal may charge the User separately for the use of PayPal's service. In order to use PayPal's payment service for FREENOW, the User must set up a PayPal account with PayPal and confirm at the time of payment that the PayPal payment is intended for use as part of FREENOW's Platform Services.
- 6.16. Where the User: (i) adds a new payment method for Pay by App; (ii) selects or is required, in accordance with section 6.7 above, to use Pay by App when booking Transportation Services and/or Mobility Services via the App or on a 'Pay with FREENOW' Trip (being a journey not booked, but paid for, via the App); and/or (iii) selects Pay by App at the point of payment, FREENOW reserves the right to make a pre-authorisation transaction for validation purposes using the payment method saved. This pre-authorisation transaction shall be effected regardless of whether the request was successful, or the request/Trip is cancelled. Any pre-authorisation will temporarily reduce the available balance for the respective payment method by the pre-authorisation amount and may appear as a temporary hold on the relevant payment card. Once the validation is complete, the authorisation amount will be released. This may take the User's bank or payment service provider a number of days to process. The pre-authorisation amount for validation purposes as described above will not ultimately be charged to the relevant payment method.
- 6.17. Furthermore, FREENOW may require a pre-authorisation on the User's default or selected payment method that reflects the estimated or, as the case may be, the fixed Transportation Fare or any other fees, such as for Mobility Services (including any other fees payable by the User such as the Technology Fee and any preselected tip for a Trip). This amount will not be debited at the time of booking from the default or selected payment method but is reserved for payment of the actual amounts due. FREENOW may confirm details of this pre-authorisation by email (to the User's registered email address) or through the App, once the User completes the booking. If payment is received in full, the reserved amount will be released by FREENOW. This may take the User's bank or payment service provider a number of days to process.
- 6.18. By using the Pay by App feature, the User consents to FREENOW's pre-authorisation procedures as referred to in sections 6.16 and 6.17 above.
- 6.19. If the User chooses to pay for Trips through Pay by App, they shall pay the total amount in respect of each of the Transportation Services and/or Mobility Services, other applicable fees (including any the Technology Fee and any Cancellation Fee) and any tip in an amount freely set by the User, if any. The App provides the option of pre-establishing the amount of the tip, which the User voluntarily pays to the Relevant Operator. The User authorises FREENOW to deduct the due amount from the credit card or other available means of payment selected by the User for that Pay by App Trip. In case of a Pay by App Trip, the User waives the entitlement to a paper receipt and agrees that the receipt for the Trip will be sent to the email address associated with the User's account.
- 6.20. Business Trips and Trips made by the User pursuant to a mobility budget granted to the User by a business partner will each be paid for by that business partner, save as provided at section 1.11.3 above.

- 6.21. FREENOW explicitly reserves the right not to offer certain payment methods in individual cases or in general (whether pursuant to section 6.7 or generally) at FREENOW's sole discretion.
- 6.22. FREENOW explicitly reserves the right to block the User's account or the additional Pay by App functions of the User permanently or temporarily, or to ask the User to provide a new password, PIN or other personal identification feature, if there are reasonable grounds for doing so, including (without limitation) if it is suspected that the User's account or personal identification features have been used fraudulently or without authorisation. In such instances, FREENOW shall inform the User that their user account or access to additional Pay by App functions have been blocked and the reasons for doing so, if legally permissible, and if possible before the account and/or function is blocked, but at the latest promptly after the account and/or function is blocked.
- 6.23. FREENOW assumes no liability for charges arising in respect of cashless payments, including credit card charges and PayPal payments.
- 6.24. If the User chooses or is required to use Pay by App, they must ensure that the bank account to be debited has sufficient funds to discharge all amounts payable by him or her. If the bank account FREENOW attempts to debit does not have sufficient funds, the User shall pay any charges or costs (such as chargeback costs) incurred as a consequence of the insufficient funds in the bank account and FREENOW's rights under section 6.8 above with respect to alternative private payment methods may be exercised by it.
- 6.25. If the User defaults on any payment due under these Terms and Conditions, FREENOW will be entitled to charge as part of the Cooperation Arrangements default interest at the rate of 5 percentage points above the EURIBOR rate p.a., plus a service fee of up to a maximum of EUR15 to cover administration and other costs actually and reasonably incurred by FREENOW as a result of the default. If FREENOW can show that it has incurred greater costs as a result of the default in making payment, FREENOW reserves the right to recoup such greater costs.
- 6.26. If the User breaches section 13.2 of these Terms and Conditions (the obligation to take due care in safeguarding and protecting their Username, password or other personal identification features from unauthorised third-party access and/or to immediately report to FREENOW any unauthorised use of FREENOW's Platform Services, including an unauthorised use of Pay by App), and if FREENOW incurs costs due to the User's breach, FREENOW reserves the right to recoup any losses or other costs incurred by it. However, where the User has requested FREENOW to block the User account for actual or suspected unauthorised use and FREENOW has blocked the User account following such request, FREENOW shall be responsible for the damages incurred from the use of the blocked User account.
- 6.27. Unless other, specific promotional terms apply to a specific campaign, the following conditions for use of vouchers (each a "**Promotional Code**") shall apply:
 - 6.27.1. The registered User can only redeem a Promotional Code if they select Pay by App as payment method.
 - 6.27.2. The Promotional Code will be valid for a single Trip and may be used only once per User (represented by any of an account, telephone number or email address) during the promotion period specified in the Promotional Code. Once the Promotional Code is used in the App, the Promotional Code and any remaining value will expire. Promotional

Codes that are not redeemed during the promotion period will expire without compensation. The Promotional Codes or the balance thereof cannot be exchanged for cash. In the event that it was not possible to use a Promotional Code due to a technical error, no money will be paid out by FREENOW or Relevant Operator by way of compensation or otherwise.

- 6.27.3. If the Promotional Code is applied to a first payment made by a User via Pay by App, it can only be used once per User and the first time the User pays for a service using Pay by App. If on the first Trip, the User has not used the promotion, he or she will not be able to take advantage of such Promotional Code for first payment via Pay by App for any other Trip.
- 6.27.4. It is essential that before payment, the Promotional Code has been entered correctly and that the User ensures that said Promotional Code is accepted by the App. The Promotional Code shall not cover (i) any fees that FREENOW may charge from time to time (including without limitation the Technology Fee) or (ii) any Cancellation Fee.
- 6.27.5. A Promotional Code can only be redeemed for Transportation Fare where the SPSVs are registered for Pay by App or for Mobility Services and only in participating cities where Pay by App is available. On FREENOW's website, a list of the cities where such functions are available can be obtained. FREENOW may in its absolute discretion further limit the cities or parts of cities in which Promotional Codes are valid.
- 6.27.6. Promotional Codes cannot be combined with other offers, subsidies, coupons or discounts. Promotional Codes have no cash value, are non-transferable and can only be used once. The loss of the Promotional Code will not give any right to substitution or compensation. Promotional Codes may not be sold, resold or exchanged for cash.
- 6.27.7. In the event of unauthorised use of Promotional Codes, FREENOW may block the User's account. Likewise, in case of fraud, attempted fraud or suspicion of other illegal activities relating to the Promotional Code or exchange thereof, FREENOW may block/delete the corresponding User account. FREENOW will have the right to ask the User for compensation to cover any value or service that has been gained fraudulently by the User or via the User's account.

- 6.28. All Charges, fees and fares provided to the Users are exclusive of VAT, which will be charged to and paid by the Users in addition, if applicable.

7. Technology Fee and Cancellation Fee

- 7.1. Upon completion of a Trip, and for the provision of FREENOW's Platform Services separate from the Cooperation Arrangements, FREENOW shall charge a separate technology fee which will vary depending on the Transportation Services chosen by the User (the "**Technology Fee**") and which can be found in the Passenger Fee Policy. The Technology Fee is due and payable by the User to FREENOW in addition to and concurrent with the discharge of the Transportation Fare for the Transportation

Services which are provided by FREENOW and Relevant Operators under the Cooperation Arrangements (and, if applicable, any Third Party Charges to third party website service providers). The value of the Technology Fee, for a specific order, will be influenced by a number of factors which may include which transportation method is ordered by the passenger, the time for which a passenger orders a ride, market conditions at the time of placing the order and/or other factors. The Technology Fee is levied by FREENOW in return for the successful use of FREENOW's Platform Services and is separate from the Transportation Fare (and, if applicable, any Third Party Charges). The Technology Fee shall be separately represented on the receipt emailed to the User following the completion of a Trip; notwithstanding this, a single charge, representing the total of the Transportation Fare, the Technology Fee and any other applicable charges (including any Third Party Charges) shall be debited from the User's default payment method provided to FREENOW for the purposes of Pay by App.

7.2. FREENOW's entitlement to charge the Technology Fee shall be unaffected by: (i) the use by the User of any Promotional Code in respect of the relevant Trip; (ii) the payment by the User for the Trip in cash or any other payment method as may be available from time to time; (iii) the failure of any payment method selected by the User as described in section 6.8 above; or (iv) any other action taken or statement made by the Relevant Operator completing the relevant Trip. Entitlement to the Technology Fee lies with FREENOW only; the obligation on the User to discharge the Technology Fee is owed to FREENOW alone and the agreement in respect of the same as set out in section 7.1 to 7.3 exists between FREENOW and the User only.

7.3. The Technology Fee shall be charged by FREENOW to the payment methods added for Pay by App in accordance with section 6 above. Where the User chose to pay by cash for the completed Trip, FREENOW shall automatically effect payment of the Technology Fee through another private payment method registered by the User. Where no payment method has been provided via Pay by App by the User, FREENOW may suspend the User from using the FREENOW app until full payment of the Technology Fee is effected in line with this section 7. FREENOW reserves the right to require the User to register an eligible Pay by App payment method to collect any outstanding payments of the Technology Fee, and may restrict access of the platform/service until these fees are discharged in full. By accepting these Terms and Conditions, the User unconditionally accepts and agrees to FREENOW effecting payment of Technology Fee in the manner described in this section 7.3. The Technology Fee shall not be collected by Relevant Operator on FREENOW's behalf; for the avoidance of doubt, Relevant Operator shall have no entitlement to charge Users the Technology Fee or any similar fee, or to receive any proceeds from the Technology Fee.

7.4. If the User decides to cancel a Transportation Service after the Relevant Operator has accepted the request for Transportation Services to be provided to the User pursuant to the Cooperation Arrangements with FREENOW, or if an SPSV Ride is cancelled by the Relevant Operator due to the User not being at the location where the SPSV Ride was ordered by the User, a fee may be charged by the Relevant Providers to the User (the "**Cancellation Fee**"). The value of the Cancellation Fee, for a specific order, will be influenced by a number of factors which may include which transportation method is ordered by the passenger, the time for which a passenger orders a ride, market conditions at the time of placing the order and/or other factors. For more information

on FREENOW's Cancellation Fee please see FREENOW's Fee Policy provided at <https://www.free-now.com/ie/pass-fee-policy-23/>.

- 7.5. Any Cancellation Fee incurred may be charged by FREENOW (on behalf of the Relevant Operators) via the payment methods added for Pay by App in accordance with section 6 above. Where the User chose to pay by cash for a cancelled Transportation Service, FREENOW may automatically effect payment of the Cancellation Fee through another private payment method registered by the User. Where no payment method has been provided via Pay by App by the User, but the User has incurred a Cancellation Fee, FREENOW may suspend the User from using the App until full payment of the Cancellation Fee is effected in line with the Fee Policy. FREENOW reserves the right to require the User to register an eligible Pay by App payment method to collect any outstanding payments of a Cancellation Fee and may restrict the User from accessing FREENOW's Platform Services until these fees are discharged in full. By accepting these Terms and Conditions, the User unconditionally accepts and agrees to FREENOW to effect payment of any Cancellation Fee in the manner described in this section 7.5.
- 7.6. If the User wishes to dispute the charging of a Cancellation Fee, full details must be sent by e-mail to the address stated at the end of these Terms and Conditions, or as otherwise set out in the relevant section of the App (including the FREENOW website), or by post to FREENOW (at the address first listed above) no later than thirty (30) days after the Cancellation Fee was charged.
- 7.7. The provisions of section 6.8 to 6.25 above shall apply equally to the charging by FREENOW, and the discharge by the User, of the Technology Fee and of any applicable Cancellation Fee.
- 7.8. FREENOW reserves the right to establish, remove and/or revise charges for any or all services obtained through the use of FREENOW's Platform Services at any time in FREENOW's sole discretion (including the Technology Fee and/or the Cancellation Fee). All changes regarding charges will be reflected in these Terms and Conditions (and/or any fee schedule made available by FREENOW from time to time) and shall only apply upon the revised version of these Terms and Conditions and/or fee schedule coming into effect.

8. Term and Termination

- 8.1. These Terms and Conditions, as amended from time to time in accordance with section 13.4 below, shall apply as between the User, the Relevant Operator and FREENOW as applicable, pursuant to the Cooperation Arrangements commencing on the date these Terms and Conditions are first accepted by the User (such as upon registration on the App) and at all times during the User's use of FREENOW's Platform Services and any services provided by the Relevant Providers (including the Transportation Services).
- 8.2. The User and FREENOW parties have the right to terminate the contractual arrangements under these Terms and Conditions (including the use of the App, FREENOW's Platform Services and any associated services (such as Pay by App)) at any time by giving notice in writing (including via email) or by the User deleting his or her account with FREENOW via the App).

9. Liability

- 9.1. Subject to sections 9.2 and 9.3 and to all other sections of these Terms and Conditions limiting FREENOW's liability to the User, FREENOW's maximum aggregate liability under

or in connection with these Terms and Conditions (including in relation to the User's use of FREENOW's Platform Services) whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to €1,200.

- 9.2. FREENOW shall not be liable, in contract, tort (including negligence) or for breach of statutory duty or in any other way for: (i) any economic losses (including loss of revenues, profits, contracts, data, business or anticipated savings); (ii) any loss of goodwill or reputation; (iii) any special or indirect or consequential losses; (iv) losses and/or damage not caused by its breach; (v) the actions or inactions of any Users; (vi) the actions or inactions of other drivers; or (vii) failure to provide any services or to meet any of its obligations under these Terms and Conditions where such failure is due to events beyond FREENOW's control (for example a network failure) or failure of a third party service provider (e.g. a payment services provider).
- 9.3. Nothing in these Terms and Conditions shall limit or exclude FREENOW's liability for death or personal injury resulting from its negligence, fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by law.
- 9.4. The User shall be obliged to take adequate measures to mitigate damages, in particular regularly backing up their data stored on the Mobile End-Device to reduce the potential damages in case of data loss.
- 9.5. For the avoidance of doubt, as FREENOW's Platform Services do not include the actual Mobility Services, the User must bring any claims relating to the Mobility Services against the respective Relevant Operator or Mobility Partner and the User agrees that FREENOW shall have no liability in respect of the Mobility Services.
- 9.6. For the avoidance of doubt, as FREENOW and Relevant Operators provide the Transportation Services under a Cooperation Arrangement with functions, responsibilities and liabilities related to the provision of Transportation Services allocated between FREENOW and Relevant Operators, the User must bring any claims relating to the Transportation Services against Relevant Operators to the extent that the claim relates to the functions for which the Relevant Operator is responsible. The User agrees that FREENOW shall have no liability in respect of the Transportation Services to the extent that the Relevant Operator was responsible for the function that is the subject matter of the claim.

10. Intellectual Property

- 10.1. FREENOW and its respective licensors reserve any copyright and other intellectual property rights in FREENOW's Platform Services and in the App, including the software used in or as part of the App. Subject to these Terms and Conditions, FREENOW grants the User a limited right to install the App on the Mobile End-Device of the User and to use the App for the sole purposes of using FREENOW's Platform Services as permitted by these Terms and Conditions. In particular, the User is not permitted to translate, adapt, arrange, re-arrange or otherwise modify, to make copies of, to distribute, to rent out, to borrow, to lend, to sublicense, to publicly display, to make available to the public or to publicly perform the App, or copies thereof. Furthermore, the User shall not reverse engineer, decompile or disassemble the App unless permitted by applicable law.
- 10.2. FREENOW and its respective licensors reserve any and all copyright and other intellectual property rights with regard to the content of the App, in particular texts, illustrations, graphics, layouts, pictures, audio and video as well as their selection and

arrangement, and any other information on the FREENOW website and FREENOW app (collectively “**FREENOW Content**”). FREENOW Content may not be translated, adapted, arranged, re-arranged or otherwise modified, copied, distributed, rented, borrowed, lent, sublicensed, publicly displayed, made available to the public, or to publicly performed or used in any other way without FREENOW's prior written consent. The User is only permitted to make technically necessary copies of the FREENOW Content for the purpose of browsing (access to the FREENOW website and FREENOW app and display of the FREENOW Content). Any rights to marks used on the App (trademarks, trade names and titles) are reserved by their respective owners.

11. General Obligations of the User

- 11.1. The User shall use FREENOW’s Platform Services in compliance with applicable laws and regulations, shall not impair, overload or damage FREENOW’s Platform Services and shall not jeopardise or bypass the intended purpose of FREENOW’s Platform Services. The User shall neither personally nor through third parties bypass or modify the security precautions of FREENOW’s Platform Services.
- 11.2. The User shall keep their Username and password, and all other personal identification features, safe and not disclose them to third parties or provide third parties with access to the User-restricted areas of FREENOW’s Platform Services. The User is solely responsible for the confidentiality and security of their User account with FREENOW’s Platform Services. The User must immediately report any unauthorised use of FREENOW’s Platform Services, particularly including any unauthorised use of Pay by App of which the User is aware, becomes aware of, or which the User suspects, by contacting FREENOW using the contact details provided at the end of these Terms and Conditions or in the App.
- 11.3. Personal data of third parties transmitted or disclosed to the User (in particular, personal data of Relevant Operators) may be used by the User only for purposes of obtaining Transportation Services or Mobility Services via FREENOW’s Platform Services. Any other use of such personal data, including disclosing the personal data to third parties, is not permitted without FREENOW's prior written consent or unless required by applicable law.
- 11.4. The User undertakes to provide true, complete and accurate personal data as part of his or her use of FREENOW’s Platform Services. The User also undertakes to keep the data up to date.
- 11.5. Any User permitted by a business partner of FREENOW to pay for Trips as Business Trips via the business partner’s account is obligated to report the nature of a Trip taken by the User (private or business) truthfully to FREENOW’s business partner in order to ensure that it is a valid Business Trip that allows for the costs being discharged by that business partner (including as part of any mobility budget granted by that business partner to that User). FREENOW is neither obligated nor technically in a position to determine whether the User's Trip is for business or private purposes.

12. Responsibility for Content

- 12.1. The responsibility of User-generated content and non-User generated third party content published and transmitted by the User through FREENOW’s Platform Services lies solely with the publishing User or third party, as applicable.

- 12.2. Any User-generated content must not be harmful, unlawful, harassing, threatening, defamatory, libellous, abusive, violent, obscene, hateful, racially or ethnically offensive, or otherwise objectionable in accordance with any FREENOW content policies which may be in place from time to time.
- 12.3. FREENOW has the right, but not the obligation, to remove any User-generated content or third-party content that violates section 12.2. However, for the avoidance of doubt FREENOW does not, and is not required to, undertake any review of User-generated content or third-party content on the App or otherwise transmitted as part of FREENOW's Platform Services. Any reliance on third party generated content, such as reviews, is solely at the User's own risk and the User agrees that FREENOW shall have no liability in respect of the accuracy, truthfulness or veracity of any such third-party content. FREENOW assumes no responsibility for any third-party content published on or transferred via FREENOW's Platform Services and will not be liable to the User for any loss or damage that may arise in relation to any reliance on such third party content.

13. Final Provisions

- 13.1. In the event any part of these Terms and Conditions is invalid, unenforceable or these Terms and Conditions contain a gap, the validity of the remaining provisions of these Terms and Conditions shall be unaffected.
- 13.2. The contractual relationship between the User and the Relevant Providers, including the construction of these Terms and Conditions, shall be governed by Irish law. The Irish courts shall have exclusive jurisdiction to hear any determine any and all disputes arising out of or in connection with these Terms and Conditions.
- 13.3. In all cases, Users' statutory rights under applicable Irish or European consumer protection law ("**Consumer Law**") shall be unaffected by any provision of these terms and conditions. If and to the extent that any provision of these Terms and Conditions conflicts with Consumer Law, such provision shall be deemed to be amended accordingly. Note that the specific provision of Transportation Services to Users pursuant to these Terms and Conditions constitutes a contract for passenger transport services as such term is used under relevant Consumer Law.
- 13.4. The Relevant Providers may make changes to these Terms and Conditions for any purpose, including (without limitation) to reflect changes in law or best practice or to deal with additional features introduced to the App. FREENOW will publish any amendments on the App (including on the FREENOW website), giving reasonable and appropriate notice to the User prior to any such changes taking effect. If a Relevant Provider amends these Terms and Conditions for any reason, upon notice to Users in accordance with this section 13.4 any User may then contact FREENOW to terminate this agreement (including by way of deleting his or her User account on the App) before the changes take effect. FREENOW reserves the right to modify the Passenger Fee Policy (with respect to technology fees) at any time in which case it will give reasonable and appropriate notice to the User prior to any such changes taking effect. The Relevant Providers reserve the right to modify the Passenger Fee Policy (with respect to cancellation fees) at any time in which case reasonable and appropriate notice will be given to the User prior to any such changes taking effect.
- 13.5. Users may not assign or transfer these Terms and Conditions or their User account without FREENOW's prior written consent. Any attempt by the User to assign or transfer these Terms and Conditions or User account without such consent shall be void.

FREENOW may assign or transfer these Terms and Conditions, at its sole discretion, without restriction; any such assignment shall constitute a change to these Terms and Conditions and shall therefore be made in accordance with section 13.4 above. Subject to the foregoing, these Terms and Conditions will bind and inure to the benefit of the parties, their successors and permitted assigns.

- 13.6. Any notices or other communications required under these Terms and Conditions, including those regarding any amendment to these Terms and Conditions, will be in writing and given: (i) by FREENOW via e-mail (in each case to the address that the User provides) or (ii) by in-app message or other electronic notification involving a normal method of communication used between FREENOW and the User. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.
- 13.7. The failure of any Relevant Provider to enforce any right or provision of these Terms and Conditions will not constitute a waiver of future enforcement of that right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorised representative of the Relevant Provider. Except as expressly set forth in these Terms and Conditions, the exercise by either party of any of its remedies under these Terms and Conditions will be without prejudice to its other remedies under these Terms and Conditions or otherwise.

Valid as of: 1 September 2024

© FREENOW Ireland Limited

FREENOW

FREE NOW Ireland Ltd.

Address and registered office: 7-12 Baggot Court, Dublin 2

CRO no. 510447

Website: www.free-now.com