

Preamble:

The Citiz network is a cooperative group of local operators offering carsharing services in their territories. The carsharing service is offered by a local operator hereinafter referred to as the "operator". These general rental terms and conditions apply to any natural person or legal entity who signs a contract with a carsharing operator of the Citiz network for the rental of self-service vehicles within this network, it being specified that the signing of a contract with an operator gives the possibility, beyond three months of registration and at least three compliant uses of the service, to use the vehicles offered by the other operators of the network ("cross-use"). These general terms and conditions include both the terms and conditions below and the provisions appearing in the annexes attached below and forming an integral part of the contract. The fact of signing a carsharing service access contract of the Citiz network implies the full adherence to these general rental terms and conditions.

Article 1 - PURPOSE OF THE CONTRACT

1. This contract constitutes a rental contract for carsharing services offered by the operators of the Citiz network. They make available to the renter and his/her drivers designated in the attached contract, vehicles accessible self-service 24/7, according to the tariff formula chosen, subject to availability.
2. Insurance, maintenance, parking spaces for Citiz vehicles, fuel for combustion-engine and hybrid vehicles and energy costs for electric vehicles are included in the price.
3. The movement of vehicles is limited to the following countries: Andorra, Austria, Belgium, Croatia, Czech Republic, Denmark, Finland, Germany, Greece, Hungary, Ireland, Italy, Luxembourg, Monaco, Netherlands, Norway, Poland, Portugal, Slovakia, Spain, Sweden, Slovenia, Switzerland and United Kingdom. Requests for the use of vehicles outside of these countries must be subject to specific authorisation by the operator.
4. The renter undertakes to comply with the various conditions, obligations and procedure of this contract.
5. The contract, the annexes ("tariffs", "in case of accident", "other applicable fees", "direct debit mandate"), these general rental terms and conditions, as well as the highway code and the police regulations in force are an integral part of this registration agreement.
6. The operator can offer three types of self-service carsharing: loop (rental of vehicles with prior booking and assigned to a station), free-floating (rental of vehicles without prior booking and without station, assigned to a drop-off area), or flex station (rental of vehicles with prior booking and assigned to a drop-off area).

Article 2 - DURATION

The contract is entered into for an indefinite period with an initial minimum duration of 3 months from the date of signing.
The change of formula or addition of an option is possible every 3 months. Each change of formula or addition of an option will result in a 3-month extension of the commitment.
This contract may be terminated by one of the parties under the conditions set out in Article 17 of these general rental terms and conditions.

Article 3 - REGISTRATION - ELIGIBILITY REQUIREMENTS FOR RENTING

1. The service offered is reserved only for renters and drivers designated on the registration contract, that is to say, registered adults as well as drivers designated by the registered legal entities. The term "renter", used in these general rental terms and conditions, refers to both renters and drivers designated by natural persons and legal entities. They are subject to the same obligations.
2. The renter must have read these general terms and conditions of use and have accepted and signed them.
3. The registration of the renter is subject to the absence of unpaid debts with a Citiz network operator, as well as the absence of termination on the grounds of his/her fault by a Citiz network operator (see Art. 17.3).
4. Postal and telephone contact details are requested from the renter at the time of registration for the purpose of assisting the use of the service and not for commercial canvassing purposes. However, and pursuant to Article L223-2 of the Consumer Code, the renter has the opportunity to register on the list of objection to telephone canvassing.
5. The natural person renter declares not to be affected by any incapacity or protection such as judicial protection, guardianship or supervision, and to have the full and entire faculties to give undertakings herein, or if necessary, to be assisted or represented by any appropriate representative.
6. The renter must be over 18 years of age and hold a driving licence valid in France (according to the rules of the Public Prosecutor's Office) for the category of vehicle chosen at the time of taking possession of the vehicle.
7. Possession of a driving licence being a condition to be able to benefit from the service offered by the operator, the renter undertakes to inform the operator of any loss of points resulting in the suspension or withdrawal of his/her driving licence, or that of any beneficiary of the service.
8. The renter must not have been convicted of driving under the influence of alcohol or narcotic substance in the last five years, and must not have been the subject of a driving licence withdrawal for more than 45 days in the last three years.
9. Registration is subject to the provision of the following documents:
 - 9.1 For natural persons:
 - a copy of the driving licence of all drivers associated with the contract.

- a proof of residence of less than 3 months (gas, electricity, landline telephone, Internet, rent receipt).
 - bank account details
- 9.2 For legal entities:
- a Kbis registration extract less than 3 months old, or equivalent document.
 - bank account details
 - a photocopy of the driving licence of the person signing the contract. If the signatory for a legal entity does not hold a driving licence, he/she must provide a copy of another official identity document. The signatory must have a mandate to bind the legal entity.
 - each driver designated by a legal entity must be able to provide a copy of his/her driving licence, within 48 hours, at the request of the operator.
10. Registration is also subject to the payment of the following fees:
- registration fee.
 - security deposit in the event of monthly invoicing (post-payment), cross-use or paid-up share, according to the terms defined in the annex relating to the tariffs in force.
 - the operator also reserves the right to request an uncollected guarantee of €700 from the first claimable incident.
11. The operator reserves the right to verify the accuracy of the documents. In case of insufficient guarantee, it reserves the right to refuse the application for registration.
12. The renter undertakes to inform the operator within 15 days of any modification of his/her information and contact details (postal, telephone, electronic), under penalty of automatic termination of this contract by the operator. Notification of this change must be made electronically or by registered mail with acknowledgement of receipt.
13. The renter holding the contract acts as a joint and several guarantor for all additional drivers affiliated to the contract. As such, he/she undertakes to pay all sums due by his/her additional drivers.
14. The renter can add additional drivers to his/her contract. The operator reserves the right to limit the number of drivers to 3 in the same contract.
15. In the case of monthly invoicing, an additional security deposit may be requested by the operator for each additional driver, and if the combined outstanding amount of all drivers exceeds the security deposit by more than two times for two months in a row.
16. The operator may request a renewal of the deposit if it expires. If necessary, the non-renewal of this deposit may lead to the suspension of the account until the deposit is produced.
17. In the event that the renter is a legal entity or a natural person acting in a professional capacity, the latter must indicate the nominative list of his/her employees authorised to use the carsharing services. Only designated employees are allowed to use carsharing services. This clause being a substantial clause of the general rental terms and conditions and determining the consent of the operator. The legal representative or his/her delegate undertakes to verify the age and validity of the driving licences of employees authorised to drive the vehicles, and to ensure that the use of the service by the designated drivers complies with these general rental terms and conditions. He/she undertakes to inform the operator of any changes concerning the designated drivers (departure, suspension of licence).
In case of registration of a legal entity for the use of a vehicle by a designated driver, the legal entity remains liable for all obligations arising hereunder.

Article 4 - ACCESS TO THE VEHICLE

1. Once the registration has been completed, and as soon as the contract is signed, a personal access and confidential identifiers are given to each designated driver to allow him/her to use the vehicles. A contactless support allowing access to the vehicles can be given to the renter at his/her request. This support remains the property of the operator. The renter may request to use a support already in his/her possession to access the vehicles. A pin code will also be communicated, which the renter must keep secret.
2. Access and support are nominative, strictly personal and cannot be assigned or loaned to a third party.
3. The support must remain in the possession of the driver when using the vehicle, and its presentation may be required by the operator.
4. In the event of loss or theft of the support provided by the operator, the renter must immediately inform the operator. The costs of loss of support will be invoiced to the renter according to the terms defined in the annex relating to the tariffs in force.
5. Under no circumstances should the renter leave the pin code with the support. He/she cannot loan or assign his/her credentials or support to third parties to the contracts. Otherwise, he/she may be held liable for any unauthorised use of the vehicle and for any loss, damage and/or prejudice that the operator may suffer from this failure.

Article 5 - RENTAL

1. The booking is a mandatory prerequisite for the use of the vehicle in loop and flex station. The booking can be made 24/7 by all means available to the renter (telephone, Internet, mobile app). Availability on the mobile app is a mandatory prerequisite for the use of the vehicle in free-floating.
2. The booking of the vehicle in loop or flex station must be made personally and mention the name, the renter's number, the support number, the place of pick-up and return of the vehicle, the type of vehicle desired and the period of use.

A free-floating vehicle can be reserved on the spot, on the online space or the mobile app. The duration of the reservation is determined by the renter, but begins obligatorily at the quarter of an hour after the registration, and is invoiced according to the tariffs in force.

The registration of the booking must, to be valid, be confirmed to the renter by the message "booking accepted" on the online or mobile booking space and appear in his/her upcoming bookings on his/her customer space. Any unconfirmed booking is not valid.

3. The minimum rental time is one hour for loop or flex station vehicles and 15 minutes for free-floating vehicles. Beyond that, the booking can be made in quarter-hour increments. Any quarter of an hour started will be charged.

4. Vehicles can be booked up to three months in advance. Uses exceeding five days must be the subject of a specific request to the operator. The choice of vehicle may be limited according to the operating constraints of the service. A deposit of the estimated amount according to the tariffs in force may be requested to confirm the booking.

5. Any reservation of less than 5 days can be modified or cancelled free of charge up to 2 hours before the start of the reservation using the different booking methods of the service. A cancellation made less than two hours before the start of the rental is charged according to the tariffs in force.

Any reservation longer than 5 days can be changed or cancelled free of charge up to 48 hours before the start of the reservation using the different booking methods of the service. A cancellation made less than 48 hours before the start of the rental will be charged according to the tariffs in force.

6. In the case of vehicles subject to prior booking, these are allocated to renters according to the order of bookings received. For vehicles that can be rented without booking, they are each assigned to the first renter accessing them, according to the principle of first come, first served.

7. The conditions of use specific to each vehicle are indicated at the time of booking, and are enforceable against the renter.

8. The operator reserves the right to restrict the access of certain categories of vehicles to young drivers (less than two years of licence).

9. The operator may, at the request of the renter, and for non-contractual information, provide an estimate of the total amount of the rental envisaged. The actual amount of the rental will be invoiced upon return of the vehicle, and according to the reality of the service.

Article 6 – CONDITIONS OF USE

1. The provision of the vehicle is granted exclusively to the renter or to the persons explicitly declared in the contract. The vehicle may not be sold, rented, or loaned, and must be used by the renter reasonably and in particular without being under the influence of alcohol, narcotics, or any other substances likely to impair the ability to drive.

2. Before departure as well as on return, the renter undertakes to carry out a visual inventory of the interior and exterior of the vehicle (body, optics, wheels, windows, windscreen wipers, antenna, seats, controls, switches, seat belts) as well as any protective mechanisms and totems belonging to the operator, and to check the presence of documents, equipment and accessories provided. Any reservation must be reported before the departure of the vehicle and before its closure upon return of the reservation by any means made available by the operator (telephone call to the operator or to the call centre, messaging via app, telephone call, on-board telephone, etc.). Otherwise, the renter is presumed to have received the vehicle and its accessories in good condition. If the vehicle seat is equipped with a protection mechanism, the renter undertakes to activate it on departure.

3. The renter undertakes to take care of the vehicle and use it reasonably. He/she can check the tyre pressure, oil, lubricant and engine coolant levels, or any other fluid (especially if used for more than three days). Any other intervention will be subject to the authorisation of the operator. In the case of long journeys, the renter must check the tyre pressure regularly.

4. The renter undertakes to immediately inform the operator when an anomaly prevents the normal continuation of the rental. This information makes it possible to agree, if necessary and by mutual agreement, on the conditions for continuation of the rental.

5. Smoking and vaping are strictly prohibited inside vehicles. Anyone who does not comply with this rule is subject to sanctions (see tariffs in force).

6. Pets are allowed in the vehicles. The renter must however use a dedicated cage and/or a blanket, in order to leave the interior of the vehicle clean. The renter is required to clean any dirt generated by the animal (hair, etc.). Anyone who does not comply with this rule is subject to sanctions (see tariffs in force).

7. The renter undertakes to use the vehicle under normal conditions of use in compliance with the texts in force and in particular the highway code or any regulations applicable to traffic and vehicles in the country visited.

8. The renter must not use or allow the use of the vehicle in the following cases, under penalty of exclusion from insurance cover (within the limits prescribed by law and without prejudice to insurance):

- for any passenger transport activity which is remunerated or carried out in a professional capacity, except in the context of carpooling carried out in an individual capacity. In the latter case, the driver undertakes to bear full liability for the vehicle and its equipment.

- to power or tow any vehicle, trailer or other object, except a vehicle specifically equipped by the operator;

- for any trial, car racing, rally competition or reconnaissance;

- outside of the drivable areas;

- under the influence of alcohol or under the effect of absorbed substances that modify the reflexes essential for driving;

- to load materials likely to damage the vehicle, such as flammable materials, explosives, radioactive products or other products likely to cause harm to the vehicle;

- to load the vehicle so as to make it overweight;

- for any unlawful purpose.

9. The renter has legal custody of the vehicle and is responsible for it. He/she undertakes, outside driving periods, to park it in a safe place, to lock the vehicle and, if necessary, to activate the alarm and lock the anti-theft device. The operator is not liable for loss or damage to objects left in the vehicle. The renter undertakes to communicate to the operator without delay any loss of key or card. The renter does not have the right to have the keys or the card reproduced.

Article 7 - FUEL

1. As fuel costs are included in the vehicle usage tariffs, the renter undertakes to return the vehicle with the fuel tank at least a quarter full.

2. If, at the return of the vehicle, the fuel tank is less than a quarter full, the renter must refuel the vehicle him/herself. To meet this obligation, the renter can pay either with the fuel card present in the vehicle and assigned to him/her alone, or by advancing the sum that will be refunded to him/her in the form of credit on invoice. This request for reimbursement must be made within one month of the use of the vehicle by the delivery of the original dated detailed invoice mentioning the purchase and type of fuel. If these criteria are not met, the refund cannot be made.

3. The terms of reimbursement are similar to those specified in Article 7.2 in the event of advance charges by the renter for the charging of an electric vehicle while travelling.

4. If however the renter returned the vehicle with the fuel tank less than a quarter full, penalties will be applicable (see tariffs in force).

5. Fraudulent use of the fuel card or the refill badge(s) may, at the discretion of the operator, result in the termination of the contract, the payment of the sums due in fuel and the initiation of any appropriate procedure, including criminal proceedings

6. If the renter finds that the vehicle's fuel tank is less than a quarter full at the beginning of his/her rental, he/she is required to inform the operator by any means at his/her disposal. It may be mutually agreed to switch the booking to another available vehicle. If, however, the renter retains the vehicle initially desired, he/she undertakes to return it with the fuel tank at least a quarter full.

7. If the vehicle runs out of fuel, the renter will be responsible for any damage caused to the vehicle's power system or engine. The towing, as well as any costs resulting from the breakdown will be at his/her exclusive expense, excluding the benefit of the deductible.

8. In case of error by the renter on the filling of the tank, the costs of fuel, draining of the tank, cleaning of the supply circuits and possible replacements of damaged or deteriorated parts, and towing will be at his/her exclusive expense, excluding the benefit of the deductible.

9. The loss of the fuel card or the charging badge(s) of the electric vehicles will result in the invoicing of their replacement cost as well as management fees (see tariffs in force).

Article 8 – ELECTRIC VEHICLES

1. It is the renter's responsibility to be informed by the operator of the procedures related to the operation of electric vehicles, and in particular the use to be made of the charging cable(s), if applicable. Any breaches of the procedures communicated to him/her will be enforceable against the renter.

2. In all circumstances, the renter is fully liable for the entire duration of the booking of the removable charging cable(s), if the vehicle has them, unless he/she can establish by any means that he/she is not involved in their degradation or disappearance. Any deterioration or disappearance of these cables attributable to the renter will be invoiced to him/her at the actual cost of replacing the cables, within the limit of the fixed sums indicated in the annex.

3. The renter is responsible for the proper balance between his/her use and the autonomy of the vehicle, checking the charge before starting out, and driving in a manner to preserve the autonomy.

By leaving with the vehicle, the renter expressly accepts the level of charge and autonomy of the vehicle, as displayed by the vehicle when the renter takes possession.

4. If the renter finds that the vehicle is not sufficiently charged at the beginning of its rental, he/she is required to inform the operator. It may be mutually agreed to switch the booking to another available vehicle.

5. If the rented vehicle needs to be recharged at a charging station, the renter is required to initiate the recharging after its use for the next driver. In the event of a problem preventing the correct recharging of the vehicle at the end of use, the renter must notify the operator without delay by telephone, the latter being the only able to authorise the end of the rental without recharging. If the renter returns the vehicle without charging it correctly, and without prior validation by the operator, penalties will be applied (see tariffs in force).

6. It is recalled that the renter must ensure, when starting out, that he/she has enough autonomy to make his/her journey. Otherwise, and in the event of a breakdown during rental due to a flat battery, the renter must immediately inform the operator, who will decide on the procedure to be followed. Should costs result from a breakdown due to

a flat battery attributable to the renter, the actual costs would be re-invoiced without benefit of insurance or deductible, the operator being itself deprived of these guarantees in such a case. In case of delayed return of the vehicle, penalties may apply (see Article 9).

Article 9 – DURATION OF THE RENTAL AND RETURN

1. The vehicle must be returned with lights off, doors and boot locked, windows, roof and fuel flap closed. Electric vehicles must be recharged. For vehicles with prior booking, the return must be made at the latest at the time and date provided for at the time of the booking or its extension, the time recorded by the operator being presumed to be authentic, unless proof to the contrary provided by any means by the renter.

2. For vehicles with prior booking, in case of delay, the renter must immediately notify the operator by phone. The additional costs resulting from a delay are at the expense of the late renter (see tariffs in force in the annex), unless demonstrated by the renter that he/she has not committed any fault, and that the delay results from a force majeure event as defined by law.

3. For vehicles with prior booking, beyond 4 hours late, without news from the renter, the operator reserves the right to file a complaint.

4. If all the documents, equipment and accessories supplied with the vehicle are not all returned, or are returned in a degraded state preventing the proper use of the vehicle, it will be taken out of service, and the time of the vehicle is out of use will be at the expense of the renter.

This latter is required to pay, in addition to the amount of the rental taking into account this extension, the costs of reconstitution of said documents or restoration of equipment and accessories, as well as management costs (see annex of tariffs).

5. Each "loop" vehicle has a place assigned to it, to which the renter undertakes to return the vehicle at the end of the rental. Otherwise, an additional amount may be charged (see tariffs in force). In order to guarantee the renter the availability of the allocated space, the operator may install a mechanism of a hoop, stud or chain type, which the renter undertakes to put in place at the start of his/her rental. In case of failure to install the mechanism (hoop, stud or chain) at the beginning of the rental by the renter, the operator cannot be held liable for the unavailability of the allocated space.

If it is not possible to park the vehicle in its place, the renter is obliged to park the vehicle in a **regular location** nearby (excluding blue zones and limited parking zones, car parks, reserved parking or subject to a permanent or temporary order prohibiting parking within the next 24 working hours), to pay the parking fees incurred, and to immediately notify the operator or the call centre indicating where the vehicle is parked. The operator will reimburse the renter for the parking costs thus incurred upon presentation of proof. On the other hand, the operator cannot be held liable for costs resulting from irregular parking of the vehicle (contravention, impoundment, etc.). These costs will be at the exclusive expense of the renter who parked the vehicle, except for a force majeure event defined by law.

6. Each vehicle in flex station or in free-floating is made available in free regular parking on the roads, in the area predefined by the operator and to which the renter undertakes to return the vehicle at the end of the rental. Under no circumstances may it be returned to a car park or to a location outside of this area, blue zone, irregular, blocking, reserved or subject to a permanent or ad hoc order prohibiting parking within the next 24 working hours. Otherwise, additional costs will be charged at the sole expense of the renter (see tariffs in force). The operator cannot be held liable for costs resulting from improper parking of the vehicle (parking ticket, fines, impoundment, etc.). These costs will be at the exclusive expense of the renter who parked the vehicle, except for a force majeure event defined by law.

7. The renter undertakes to return the vehicle in an acceptable state of cleanliness. In case of return of an abnormally dirty vehicle (papers, crumbs, rubbish, animal hair, cigarette butts or ashes left inside the vehicle, significant traces of dirt not related to the weather, significant quantities of sand, mud, unpleasant odours, etc.) cleaning fees will be charged to the renter (see tariffs in force).

8. Upon return of the vehicle, the renter undertakes to leave the keys in the box provided for this purpose, the fuel card and the vehicle papers in the glove box, if applicable the parking card and/or the key/remote control of the vehicle's protection hoop.

9. The renter is responsible for the vehicle, its administrative papers, and accessories, as well as keys for the duration of use and until its complete return, except in cases of force majeure.

10. The loop vehicle is considered to be returned when it is parked at its usual location, or at the authorised location closest to the initial place in case of unavailability of the initial location, properly locked, and all papers, keys, remote controls and cards (parking, fuel) are stored at the intended location.

11. The flex or free-floating vehicle is considered to be returned when it is parked on an authorised road space, in the area predefined by the operator, locked, with all the papers, keys and cards (fuel, etc.). This area can be seen on the renter's customer space.

Article 10 - LIABILITY OF THE OPERATOR

1. The operator undertakes to make available to the renter a vehicle in good working order and cleanliness, and to regularly check the condition of its fleet of vehicles. Routine maintenance operations are carried out or subcontracted outside of the rental periods of the vehicles.

2. The proper functioning of the carsharing service is dependent on the respect of the booking schedules by the renters. As a result, a reserved vehicle may not be

available. In this case, however, the operator undertakes to offer the renter another vehicle (i) with characteristics at least equivalent to the reserved vehicle and the same financial conditions or (ii) of a category lower than the vehicle initially booked by the renter, but with preferential financial conditions. In any event, the operator may exonerate itself from any liability if it demonstrates that the situation results from a force majeure event as defined by law or the Courts.

3. The operator is not liable for any damage suffered by the renter or any person using the vehicle in any capacity, except in cases where the liability of the operator is presumed by law. In the latter case, it would be up to the operator to prove that the conditions for invoking its liability are not met.

4. In the event that the operator is held liable, the renter may only claim damages up to the amount of the direct damage that he/she can demonstrate to have suffered.

5. Access to and operation of the website and the operators' web pages: the operator undertakes to implement all the necessary means to ensure continuous access to the website, the application dedicated to access to the service and the operators' web pages. However, in order to ensure the technical maintenance of the website, access may be interrupted from time to time. Whenever possible, the operator will endeavour to notify its users. With the exception of any breach of its obligation of means to offer the vehicle booked in advance, the operator declines all liability in the event of any damage that could result from the unavailability of the website. The operator declines all liability in case of any problem in connecting to the website related to the technical means used by the renter (in particular, the use of the Internet network). The operator will not be liable for any loss or damage that may result from the loss or fraudulent use of passwords, pin code, identifiers of the renter.

Article 11 - LIABILITY OF THE RENTER

1. Unless otherwise stipulated in the specific terms and conditions, the use of the carsharing service is under the responsibility of the renter, and the operator cannot be held liable for the use that is made of its vehicles.

2. The provision of the vehicle is granted exclusively to the renter and, if applicable, to the declared additional driver.

3. The renter is responsible for the vehicle and its accessories throughout the duration of the booking, that is to say from taking possession of the vehicle and until its complete return, unless he/she demonstrates by any means that he/she was unaware of the damage and that he/she has not committed any fault during the use of the vehicle. He/she also undertakes to pay particular attention to tyres.

4. Any degradation, damage or failure occurring on the vehicle during the rental will be at the expense of the renter, unless the renter demonstrates that such degradation, damage or failure results from a force majeure event as defined by law or the Courts.

5. The renter may be held liable for any damage caused voluntarily or negligently to the vehicle, as well as to the equipment installed on board (access, locking and trip calculation facilities in particular) or outside of the vehicle (protection hoops, totems, vehicle accessories or items of the on-board system belonging to the operator).

6. The renter undertakes to take care of the vehicle and is liable for damages and degradations resulting from his/her clumsiness, negligence, fault, or relating to improper use.

Any negligence occurring during the rental resulting in impeding the proper functioning of the service and/or leading to intervention by the operator's team will also be under the responsibility of the renter (e.g. ceiling light or radio not switched off resulting in battery failure, etc.). Any intervention by the operator's team in the event of negligence by the renter may be invoiced according to the tariffs in force. Damage to the vehicle other than normal wear and tear is the responsibility of the renter and remains at his/her expense.

7. The renter undertakes to inform the operator of any failure, damage or anomaly of which he/she is aware on the vehicle and not to use it if it does not fulfil the normal safety conditions.

8. In the event of an accident, the renter undertakes to collect the necessary information, in particular to complete a report, and to collaborate with the operator. He/she also undertakes to inform the operator as soon as possible in the event of intervention by the police on a vehicle during its use.

9. The renter is liable for the payment of tolls, fees and other parking fees outside the station (loop vehicles) or outside the drop-off area (flex and free-floating vehicles) during his/her rental.

10. The renter is liable for the consequences of breaches of traffic code, or the road legislation of the place of circulation, which he/she commits.

11. The renter is liable for the payment of fines and undertakes to settle them directly with the competent authorities or the operator in the event of re-invoicing by the latter

12. The loss of points on the driving licence following any breach remains exclusively attributable to the renter.

In case of contraction of a post-parking pass (FPS), the renter is required to pay it upon observation of the FPS on the windshield, within a period of 3 days. Otherwise, the operator will receive an increased FPS that it will charge back to the renter. If the renter intends to contest the application of the post-parking fixed sum, he/she must formulate the mandatory prior administrative appeal provided for in Article L2333-87 of the General Code of Territorial Communities on the basis of a power of attorney signed by the operator. If this appeal is rejected, he/she may only refer the matter to the paid parking litigation Commission with the agreement of the operator. In the event of default by the renter in the implementation of the dispute procedure, he/she undertakes to reimburse the operator any sums due by it "in fine".

Article 12 - INVOICING

1. An annex of the tariffs in force is attached to these terms and conditions. Tariffs include insurance, maintenance, rental of reserved spaces and the fuel required for the journeys made.

The amount of deductibles and hourly increases is defined in this tariff schedule.

2. If the driver's licence has been valid for less than 2 years, the tariffs will be increased until the licence has been valid for 2 years (see current tariffs).

3. The renter must pay:

- the monthly subscription if applicable,
- rental charges relating to the duration of the rental and the kilometres travelled, calculated at the rates and tariffs in force,
- all rental charges for any additional driver, and/or any other surcharges or miscellaneous charges applicable to the rates and tariffs in force (see tariffs in force) in accordance with the options subscribed to under the contract by the renter,
- if applicable, any costs related to improper use of the vehicle and/or non-compliance with the procedures as defined by these terms and conditions (abandonment, lack of inventory, non-compliance with the minimum fuel level, etc.), for which the renter would be liable, in accordance with the provisions of applicable law and hereof,
- all taxes, fees or charges relating to the rental, or any amount invoiced by the operator as a reimbursement of such taxes, fees and charges,
- all contraventions resulting from an offence committed by the renter in any capacity whatsoever, as well as all costs related to legal proceedings,
- costs of replacement, repair and/or immobilisation of the damaged or stolen vehicle (within the limit of the deductible), repair costs not covered by insurance (see Art. 6.8, Art. 14.7), and other costs related to immobilisation and storage of the vehicle, as well as the "immobilisation costs" fixed sum, except in cases where the liability of an identified third party is established.

In accordance with the Decree of 24 October 1994 relating to tyres, in case of deterioration of a tyre, the replacement of the wheel unit (and not only the damaged tyre) can be carried out, and will then be charged to the renter, unless the liability of an identified third party is established.

4. Invoicing is established by the operator through an automated and computerised system installed in the cars.

5. If the renter opts for the invoicing of rental costs based on the journey, this will be subject to the registration of his/her credit card as a means of payment. If he/she opts for the monthly invoicing of the rental costs, this will be subject to the payment of a security deposit (see tariffs in force).

The first unpaid invoice will result in the renter being unable to pay his/her rental fees by monthly invoice. It will then be necessary to invoice by journey.

6. By express agreement, and unless a postponement is requested in time and granted by the operator, the failure to pay an invoice by the fixed deadline will result in the payment of all the sums remaining due, regardless of the method of payment agreed, and the application as a penalty clause of an indemnity equal to 15% of the sums due. The rental rights of the renter will be suspended until his/her situation is back to normal. For registered users, subscription fees will be maintained for a period of two months.

7. If the outstanding amount of a monthly invoice exceeds the amount of the security deposit paid at registration, the operator reserves the right to require a down payment before the end of the month. The rental rights of the rental will be suspended until the collection of this down payment.

8. In the case of invoicing by journey, the validation of a rental will be subject to the registration of a bank pre-authorisation on the renter's credit card of the amount corresponding to the estimated cost of the trip, including the hourly cost, the kilometre cost, and the amount of the deductible (see tariffs in force). The validation of a rental exceeding 5 days will be subject to prepayment of the estimated cost of the trip, including the hourly cost and the kilometre cost.

9. If the renter is a professional, and in accordance with Article L.441-6 of the Commercial Code, a fixed sum compensation for collection costs will be due in case of late payment (in addition to interest and late penalties). This compensation is set at €40 under Article D.441-5 of the Commercial Code.

Article 13 – 24-HOUR ASSISTANCE

1. In the event of an accident or mechanical problem related to normal use of the vehicle and putting it out of use, the renter must call the assistance service of the Citiz network call centre, available 7 days a week and 24 hours a day. The telephone number appears on the support given to the renter. The costs of towing and repairing the vehicle on the road are covered by the assistance, within the limits and under the conditions defined below:

In case of impossibility to provide the reserved vehicle, the operator will make available its closest available vehicle, and will take care of the outbound mode of transport (public transport, taxi, etc.). Within the limit of €25, after agreement by the operator. Assistance in the event of breakdown, accident, fire, theft or attempted theft includes: organising the towing or repair of the vehicle to the nearest authorised representative's workshop, covering the costs of waiting for the vehicle, continuing the journey or returning home within the following limits: accommodation up to 1 night and a maximum of €70 including tax, train, and taxi, will be made available for the continuation of the trip and the recovery of the repaired vehicle, up to a maximum of €150 including tax.

In any event, the renter must contact the operator before incurring any expense. In the event of an accident, in addition to the provisions provided for in Article

14 below, the renter undertakes to secure the vehicle and to inform the emergency services in the event of injured persons.

Article 14 - INSURANCE

1. The operator is responsible for the subscription and regular payment of contributions for insurance covering the civil liability of the renter, designated drivers and passengers, and their compensation under the conditions of ordinary law, with application of a deductible.

2. Drivers are covered by the civil liability insurance: personal injury coverage limit of €50,000. Passengers and third parties are covered by the civil liability insurance: personal injury without limit of guarantee. Under Article 211-1 of the Insurance Code, "civil liability" covers damage caused to the renter, passengers and third parties. Only the renter benefits from the entirety of this insurance. In the event of driving the vehicle by an undeclared person, even in the presence of the renter, the renter will bear all costs related to the incident and its consequences. No limits will be applied.

3. The insurance deductible is mandatory for the renter. He/she can make a partial buy-back of this deductible, if his/her driving licence has been valid for a period of more than two years, provided that he/she has not had any at-fault claim with an operator of the Citiz network.

4. In the event of an at-fault accident, or without an identified third party (excluding cases of loss of custody - use, control and direction - or force majeure), the renter will be liable for the amount of repairs up to the deductible. The deductible will change according to the following conditions: the deductible is increased by €300 for 1 year, and an hourly increase is mandatory without the possibility of buy-back, also for 1 year.

5. The green insurance card must be kept in the vehicle.

6. In the event of a vehicle not returned beyond the booking period, the operator declines all liability for accidents that the renter may cause.

7. It is recalled that, on all occasions, the insurance does not cover the following cases:

- use of fuel unsuitable for the vehicle being used;
- lack of fuel or flat battery for electric vehicles;
- damage caused to tyres (in the absence of a third party);
- lost key or support;
- false declaration or failure to report on the circumstances of a claim;
- damage to the vehicle in the lower parts (under the axis of the wheels): e.g. impact against the stump of a tree, pavements, any other object on the road;
- misconduct resulting from a serious traffic violation or an offence relating to the driving, parking or general use of the vehicle;
- violation of the terms hereof (Art.17);
- breach of applicable legal and regulatory provisions in terms of driving a vehicle;

And that all costs and consequences generated by these situations remain the responsibility and full liability of the renter, notwithstanding the provisions relating to the deductible.

8. In the event of a natural disaster, as defined by law, only the amount defined by ministerial decree will be invoiced to the renter.

Article 15 - ACCIDENT

1. In the event of an accident involving injured persons, any renter in physical condition to do so undertakes to immediately notify the police or gendarmerie authorities, as well as the operator within 24 hours from the discovery of the incident, in order to allow the latter to declare the claim to its insurer. He/she must also inform the operator of any police intervention following the incident, even in the absence of injuries. In all cases of accidents, the renter undertakes, under penalty of forfeiture of the benefit of insurance:

- to notify the incident to the operator to allow it to proceed with the declarations of insurance within the period provided for in Article L113-2-4 of the Insurance Code, i.e. 5 working days,
- to write legibly, even in the event of material damage alone, an amicable statement detailing the circumstances of the accident, countersigned, if necessary, by the driver(s) of the other vehicle(s) involved in the accident.

2. The delivery of a detailed statement or written declaration to the operator is mandatory, even in the absence of third party involvement. Failing this, upon return of the vehicle, or at the latest within 48 hours following the request addressed to him/her for this purpose by the operator, the renter will lose all right to the coverage of the aforementioned insurance, and will be liable for the total amount of the repair of the vehicle or its replacement cost, notwithstanding the provisions relating to the deductible.

3. Any inaccurate statement about the identity of the driver or about the circumstances of the accident may constitute a misdemeanour within the meaning of Article 313-1 of the Criminal Code.

4. No acknowledgement of liability is enforceable against the operator and its insurers, unless proven.

5. The renter undertakes to cooperate in any investigation and/or legal procedure with the operator and its insurers.

Article 16 – THEFT OR VANDALISM

1. In the event of theft or deterioration of the vehicle or the equipment installed on board (access, locking and travel calculation facilities in particular), or outside of the vehicle (protection hoops, totems, accessories of the vehicle or items of the in-vehicle system belonging to the operator) during the rental, the renter undertakes to make an official declaration of theft/vandalism to the police or gendarmerie authorities within 48 hours from the discovery of the incident. Only the renter can make this declaration. In the event of non-compliance with these conditions, the renter will forfeit the benefit of insurance cover if he/she does not declare the incident within 5 working days.

2. In the event of theft or deterioration by a third party, the renter remains liable for the insurance deductible, or the amount of the repairs up to the deductible, unless he/she can demonstrate that the theft or deterioration by a third party of the vehicle or the equipment installed on board results from a force majeure event, as defined by law or the Courts.

3. If they are still in the possession of the renter, the keys and documents relating to the vehicle must be returned to the operator.

Article 17 - TERMINATION

1. Termination may take place at the initiative of the renter at the end of the initial minimum term of 3 complete months.

This must be sent to the contract subscription operator in writing (email or by post). An acknowledgement of receipt will be sent in return by email.

Termination will take effect on the last day of the month following receipt of the letter (examples: a request received on 1st March will take effect on 30 April / a request received on 30 June will take effect on 31 July).

2. In addition, in the event that the operator wishes to modify this contract, the renter will benefit from a unilateral right of termination (see Article 19).

3. The operator may unilaterally terminate the contract ipso jure and without notice, from the receipt by the renter of a termination notice sent by the operator mentioning the cause of immediate termination, in the event of serious or repeated contractual fault committed by the renter in the following cases:

- discovery of any false declaration at the time of the subscription of this contract, or absence of declaration during the contract of a change of situation resulting in the loss of one of the registration conditions;
- driving without a valid driving licence;
- driving under the influence of alcoholic, or under the influence of narcotics or drugs likely to impair driving abilities;
- use of a vehicle without prior reservation (loop and flex vehicles);
- use of a vehicle by a non-designated person;
- from the first at-fault claim;
- frequent cancellations of reservations during periods of high use (i.e. 3 cancellations of more than one day on weekends, holidays or school holidays);
- frequent late returns (i.e. 3 late returns of more than 15 minutes in 3 consecutive months);
- exceeding the agreed use period by more than 4 hours without informing the operator;
- return outside of the station or outside of the drop-off area of the vehicle;
- use of a vehicle for more than 5 days without prior agreement by the operator of the service;
- frequent booked rentals not taken up (i.e. 3 in 3 consecutive months);
- failure to return a vehicle with at least ¼ of the tank full on at least 3 occasions after renting a combustion engine vehicle,
- failure to return a fully recharged vehicle on at least 3 occasions after the rental of an electric vehicle.
- commission by the renter of an offence against the Highway Code or the Criminal Code with a vehicle that is the subject of the service;
- theft, fraud or deliberate deterioration of the vehicle and/or its accessories by the renter.

Termination will be notified by registered letter with acknowledgement of receipt, without prejudice to any damages to which the operator may be entitled. The termination will take effect from the receipt of the letter by the renter or, if applicable, from the first presentation at his/her residence.

In addition, the operator may terminate the contract unilaterally after fifteen (15) days notice remains unsuccessful, sent to the renter by registered letter with acknowledgment of receipt, in the event of:

- Inaccuracy or incompleteness of the documents to be provided by the renter, as referred to in Article 3.9 above, unless the document in default is the copy of the driver's licence, which will constitute grounds for unilateral termination ipso jure and without notice by the operator, in accordance with the article above;
- Failure to pay a sum invoiced by the operator;
- Any other breach of these terms and conditions.

4. The termination of a legal or natural person will result in automatic termination of his/her/its options and its designated drivers.

5. If, at the time of registration, the renter paid a down payment and/or a security deposit, these sums will be returned and refunded, without interest. These sums will be paid after the payment of the last invoices, within a period of two months from the effective date of termination, subject to offset with any sum that may be due to the operator due to the clauses provided for in this contract, and insofar as the renter is no longer liable in any capacity whatsoever to the operator. The user fees will be calculated according to the scale in force on the date of termination of the contract.

If at the time of registration or during the contract, the renter has subscribed to a share, it can be redeemed on written request, in accordance with the provisions provided for in the operator's Articles of Association.

6. Notwithstanding the termination of the contract, the renter will still, even beyond the contractual end date, be obliged to return to the operator the media entrusted to him/her, and to pay any unpaid invoices.

Article 18 - PROCESSING OF PERSONAL DATA

1. The operator undertakes to comply with the regulations in force applicable to the processing of personal data, and in particular Regulation (EU) 2016/679, Law No 2018-493 of 20 June 2018 promulgated on 21 June 2018, amending Law No 78-17 of 6 January 1978 and Decree No 2018-687 of 1 August 2018.

2. The operator is responsible for data processing within the meaning of the GDPR.

3. When entering into a contract, the operator collects personal data relating to the renter:

- Identification data: first name, surname, postal address, personal telephone number, personal email address.

- Data related to personal life: driver's licence, proof of residence.

- Data related to professional life: positions held, professional telephone number, professional email address, employment centre or employer certificate.

- Bank data: RIB code.

Technological data: IP address, device identifier, browser type, operating system, mobile device identifiers, geolocation data, web pages visited.

4. The processing is carried out for the following purposes, and is stored as follows:

- The execution of the contract: for the duration of the contract and 6 years from its termination.

- Customer management: for the duration of the contract and 6 years from its termination.

- Commercial prospecting and related actions in the legitimate interest of the data controller, provided that the renter has expressly consented to such processing when subscribing to the contract, and has not withdrawn his/her consent: 3 years from the end of the commercial relationship.

- Legal and regulatory obligations: 10 years.

5. The personal data thus processed may be shared in the following cases:

- If the operator is involved in a merger, acquisition, transfer of control, transfer of assets, or collective proceedings, it may be required to transfer or share all or part of its assets, including personal data. However, the recipient must guarantee to the data subjects that it complies with rules relating to the processing of personal data.

- If required by law, the operator may carry out the data transmission to follow up on claims made against it, and to comply with administrative and/or judicial procedures.

- To all entities of the Citiz network in order to simplify bookings.

6. The operator implements organisational, technical, physical and software digital security to protect personal data against alteration, destruction and unauthorised access.

The renter's data is kept and stored for the duration defined on the servers of hosting companies located in the European Union. The data will not be transferred outside of the European Union.

If the renter chooses to communicate his/her personal data for the purposes of the processing defined in paragraph 3, he/she expressly gives his/her consent for the collection and processing thereof.

7. In accordance with the provisions of Law 78-17 of 6 January 1978, as well as the GDPR (Articles 15 et seq.), the renter has a right of access, rectification, erasure, limitation, portability and opposition to personal data concerning him/her, by making his/her request, either:

- by email to dpo@citiz.fr.

- or by post to France Autopartage 1, Boulevard de Nancy, 67000 Strasbourg.

The renter also has the possibility to contact his/her operator by going to the legal notice section of the website of the operator with whom he/she has subscribed the contract.

8. The renter has the possibility to make a complaint to the CNIL data protection body by post or telephone at: 3 place de Fontenoy, 75 007 Paris – tel: 01 53 73 22 22, or via the CNIL website <http://www.cnil.fr>.

Article 19 - MODIFICATIONS

1. The operator reserves the right to adapt or modify at any time these general rental terms and conditions, as well as its tariffs and annexes.

2. The current version of these general rental terms and conditions is that appearing on the website.

3. In the event of modification of these general rental terms and conditions, the renter will be notified at least 15 days before the entry into force of the new version, by email and/or SMS, and must expressly accept them in order to continue to use the CITIZ services.

4. Acceptance of the new general rental terms and conditions can be made by the renter, after having read these, on his/her online customer area.

5. Acceptance of the current general rental terms and conditions must be made in any event prior to each new vehicle reservation, so that any reservation will be subject to the current general rental terms and conditions.

6. In the event of an increase of more than 10% in the fuel cost within a period of 2 months, the notice period referred to in point 3 above will be 7 days.

7. If the renter does not expressly accept the new general conditions and their

possible annexes attached, he/she will no longer be able to access the service but will nevertheless remain liable for any consumption prior to termination.

Article 20 - ELECTION OF DOMICILE

For the purposes of this contract, the parties will elect domicile at their respective residence or registered office, as stated at the top of the contract entered into at the time of registration.

Article 21 - DISPUTES AND JURISDICTION CLAUSE

Any disputes that may arise between the operator and the renter concerning the validity, interpretation, performance or termination of this contract may be submitted, before any legal proceedings and after written attempt at an amicable settlement, to mediation by a person chosen by mutual agreement by the parties, with a view to seeking an amicable solution, subject to compliance with the conditions provided for in Article L612-2 of the Consumer Code.

To this end, the most diligent party who wishes to have recourse to the mediation process will inform the other party of this. The operator designates the Ombudsman of the "Conseil National des professions de l'automobile" [National Council of Automobile Professions] (www.mediateur-cnpa.fr) to organise the mediation. The consumer may also apply to any mediator of his/her choice, provided that he/she complies with the conditions set out in Title I of Book VI of the legislative part of the Consumer Code (Articles L616-1 to L616-3).

The parties will have the right, at their own expense, to be represented by a lawyer, to be assisted by any person of their choice, or to seek the opinion of an expert. The applicable law is French law. Any dispute between the operator and the renter that could not be settled amicably will fall under the exclusive jurisdiction of the courts of the place of the registered office of the operator with whom the contract was signed if the renter is a legal entity, or in the case of a professional subscription, and the domicile of the renter if he/she is a natural person.

Article 22 - INVALIDITY

If a non-determining provision of the commitment of the parties to these general rental terms and conditions proves to be, or become null and void, this will not affect the validity of the other provisions.

Date

Handwritten text "Read and approved"

Signature

Annex - In the event of an accident

You are insured by Citiz, with an insurance deductible applicable in the event of an at-fault claim (liability within the meaning of the insurance code). The conditions of application of the deductible and eligibility for buy-back and increase are defined in Article 14 of the general rental terms and conditions (GRTC) of the Citiz network, and explained below.

INSURANCE DEDUCTIBLE

In the event of an at-fault claim, the insurance deductible is **€700** (cars in categories S, M, L) or **€1,000** (for categories XL and XXL).

In the event of a claim, an increase in the rental price will be applied (claim malus) for one year, and access to the partial buy-back of the deductible will be suspended.

In the event of a second at-fault claim within 12 months of the first, the insurance deductible will be **increased by €300**.

PARTIAL BUY-BACK OF THE "INSURANCE+" DEDUCTIBLE

Benefit from a partial buy-back of the deductible: reduce it to **€200** (S, M, L) and **€500** (XL, XXL) against an hourly increase in the rental price. Option not accessible for young drivers, and suspended in the event of a at-fault claim for 12 months.

PROFILE		PER HOUR	PER 24H	PER WEEK	DEDUCTIBLE 1 ST CLAIM	
					S,M,L	XL, XXL
With subscription	Assurance +	€0.28	€3.50	€18.50	€200	€500
	Claim malus	€0.28	€3.50	€18.50	-	-
Discovery Offer and Without subscription	Assurance +	€0.56	€7	€35	€200	€500
	Claim malus	€0.56	€7	€35	-	-

YOUNG DRIVERS

An increase in the rental price will be applied to drivers who have held a licence for less than 2 years, without the possibility of partial buy-back of the deductible.

In the event of a claim, an increase in the rental price will be applied (claim malus) for one year, and this without the possibility of partial buy-back of the deductible.

PROFILE		PER HOUR	PER 24H	PER WEEK	DEDUCTIBLE 1 ST CLAIM	
					S,M,L	XL, XXL
Young drivers	Increase	€0.56	€7	€35	€700	€1,000
(all formulas combined)	Claim malus	€0.56	€7	€35	-	-

IN THE EVENT OF A SECOND CLAIM

In the event of a 2nd at-fault claim within 12 months of the first, the deductibles applied will be identical, regardless of your profile:

€1,000 for cars in categories S, M, L, and **€1,300** for those in categories XL and XXL. An increase in the rental price will be applied (claim malus) for one year, and access to the partial buy-back of the deductible will be suspended.

In the event of a new at-fault claim more than 12 months after the last, the deductible and malus conditions will be the same as for a 1st claim.

PROFILE	DEDUCTIBLE 2 ND CLAIM	
	In the 12 months following the 1 st S,M,L	XL, XXL
All profiles, all formulas	€1,000	€1,300

TERMINATION

Your contract can be terminated as soon as the first at-fault claim is made.

Annex - Other applicable fees

Late booking cancellation < 5 days starting in less than 2h Late booking cancellation > 5 days starting in less than 48h	50% of the hourly cost
Late curtailment (booking has already started)	100% of the hourly cost up to the time of the call, with a minimum of one hour, then 50% of the remaining hourly cost
Late return of a vehicle	Hourly cost + €3 / 15 min late + €50 fixed-sum penalty if another driver is affected by this delay
Loss of smart card	€5
Non-compliance with minimum fuel level (1/4 of tank)	€15
Processing fees (fine, post-parking fee, re-invoicing of tolls or car park, etc.)	€15
Re-invoicing of charges for rejection of a direct debit, or unpaid cheque	real cost within limit of €15 per incident
Vehicle returned abnormally dirty (areas: "interior", "exterior", "front seats", "rear seats", "boot")	€50 per area to be cleaned
Non-compliance with the ban on smoking or vaping	€50
Intervention and travel time of a technician (forgetting parking card, ceiling light on, bad parking, parking more than 2 km away from the initial place, any return to service following non-compliant use of the service)	€50 + travel invoice if applicable
Inventory not carried out	€50
Non-compliant parking at the end of the rental (out of position or out of zone, blocking, prohibited zone, etc.)	€50
Vehicle out-of-use costs (breakdown, claim, loss of vehicle accessory, etc.)	Fixed sum of €50 + €10 / day out of use
Non-return or degraded return of a loaned object	Invoice for replacement according to the value indicated and accepted at the time of the loan
Replacement costs in case of loss of the parking card or remote control, fuel card, electrical terminal badge, protective hoop remote control, datafob, vehicle papers	According to actual costs within the limit of €100 per item lost.
Loss of vehicle keys: replacement and reprogramming	According to actual costs within the limit of €600
Loss of charging cable (electric vehicles): replacement	According to actual costs within the limit of €900