

Preamble:

The Citiz network is a cooperative group of local operators offering car-sharing services in their territories. The car-sharing service is offered by a local operator hereinafter referred to as the "operator". These general rental terms and conditions apply to any natural or legal person who subscribes to a contract with a car-sharing operator in the Citiz network for the rental of self-service vehicles within this network, it being specified that the subscription 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 other network operators ("cross-use"). These general terms and conditions include both the terms and conditions below and the provisions set out in the annexes attached below and forming an integral part of the contract. The fact of subscribing to a contract for access to the car-sharing service of the Citiz network implies full and complete adherence to these general rental conditions.

Article 1 – PURPOSE OF THE CONTRACT

1. This contract constitutes a rental contract for the car-sharing services offered by the operators of the Citiz network. They provide the renter and his drivers designated in the attached contract with self-service vehicles 7 days a week and 24 hours a day, according to the fare package chosen, subject to availability.
2. Insurance, maintenance, parking spaces for Citiz vehicles, fuel for internal combustion and hybrid vehicles and energy expenses for electric vehicles are included in the price.
3. The circulation of vehicles is limited to countries bordering metropolitan France. Applications for the use of vehicles outside these countries will require specific prior authorisation from the operator.
4. The Tenant undertakes to comply with the various conditions, obligations and procedures of this contract.
5. The contract, the appendices ("rates", "in the event of an accident", "other applicable charges", "direct debit mandate"), these general rental terms and conditions, as well as the applicable traffic regulations and police regulations are an integral part of this registration contract.
6. The operator may offer three types of self-service car-sharing: loop (rental of vehicles with prior reservation and assigned to a station), free-floating (rental of vehicles without prior reservation and without a station, assigned to a drop-off area) or flex station (rental of vehicles with prior reservation and assigned to a drop-off area).

Article 2 – DURATION The contract is concluded for an indefinite period with an initial minimum duration of 3 months from the date of signature.

The change of formula or addition of option is possible every 3 months. Each change of formula or addition of an option entails a commitment for the customer not to cancel for the following 3 months. This contract may be terminated by either party under the conditions set out in Article 17 of these General Rental Conditions.

In accordance with Art. L221-18 of the Consumer Code, the tenant who is a consumer and who has subscribed to this contract by means of a means of distance communication may withdraw without giving a reason within 14 days of the conclusion of the contract. This right is exercised by notifying the operator of the decision to withdraw using the form in the annex or by any other unambiguous means. In the event of withdrawal under these conditions, the operator will reimburse within 14 days of receipt of the withdrawal, all sums paid by the tenant, with the exception of the price of any rentals consumed by the tenant and from which he/she has expressly requested to benefit during the withdrawal period.

Article 3 - REGISTRATION - CONDITIONS REQUIRED TO RENT

1. The service offered is reserved only for the renters and drivers designated on the registration contract, i.e. registered natural persons of legal age as well as drivers designated by the registered legal persons. The term "renter", used in these general rental conditions, refers to both the renters and the drivers designated by natural and legal persons. 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 tenant's registration is subject to the absence of non-payment with an operator of the Citiz network as well as the absence of a termination at his or her fault by an operator of the Citiz network (cf. art. 17.3).
4. The postal and telephone details are requested from the tenant at the time of registration for the purpose of accompanying them in the use of the service and not for commercial canvassing purposes. However, and pursuant to Article L223-2 of the Consumer Code, the tenant has the option of registering on the list of opposition to telephone canvassing on <https://www.bloctel.gouv.fr/> or by mail addressed to Worldline - Service BloctelCS 61311 - 41013 Blois Cedex.
5. The natural person subscriber declares that he or she is not affected by any incapacity or protective measure such as safeguard of justice, curatorship or guardianship, and that he or she has the full and complete faculties to commit himself or herself hereunder, failing which, the latter must be assisted or represented by any appropriate representative.
6. The renter must be over 18 years of age and hold a valid driving licence in France (according to the rules of the Public Prosecutor's Office) for the vehicle category chosen at the time of taking possession of the vehicle. He/She undertakes to respect any driving restrictions on his/her driving licence, if applicable.
7. As possession of a driving licence is a condition for being 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 the driving licence of him/herself or of a person entitled to the service.

8. The renter must not have been convicted of driving under the influence of alcohol or drugs in the last five years and must not have had their driving licence revoked 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.
- proof of address less than 3 months old (gas, electricity, landline, internet, rent receipt).
- a bank account statement.

9.2 For legal persons:

- a Kbis extract less than 3 months old or equivalent document.
- a bank account statement.
- a photocopy of the driving licence of the person signing the contract. If the signatory hiring a legal entity does not hold a driver's license, he/she must provide a copy of another official identity document. The signatory must have a mandate to bind the legal person.
- Each driver designated by a legal person must be able to provide a copy of his or her driving licence, within 48 hours, upon request by the operator.

10. Registration is also subject to the payment of the following fees:

- tuition.
 - security deposit in the event of monthly invoicing (post-payment) or social share collected, in accordance with the terms and conditions defined in the appendix relating to the rates in force.
 - The operator also reserves the right to request an uncashed deposit of €700 from the first claim.
11. The operator reserves the right to verify the accuracy of the documents. In the event of insufficient guarantee, he reserves the right to refuse the registration request.
 12. The tenant undertakes to inform the operator, within 15 days, of any change in 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 tenant who holds the contract is solely responsible for the payment of the services, costs and other accessories for all additional drivers affiliated to the contract. As such, he/she undertakes to pay all the sums due by his/her additional drivers.
 14. The renter can add additional drivers to their contract. The operator reserves the right to limit the number of drivers to 3 on 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 twice more than two months in a row.
 16. The operator may request a renewal of the deposit if it expires. If applicable, the non-renewal of this guarantee will result in the suspension of the account until the deposit is produced.
 17. In the event that the tenant is a legal or natural person acting in a professional capacity, the latter must indicate the list of names of its employees authorised to use car-sharing services. Only designated employees are allowed to use car-sharing services. This clause is a substantial clause of the general terms and conditions of rental and determines the consent of the operator.
- The legal representative or his/her delegate undertakes to verify the age and validity of the driving licences of the employees authorised to drive the vehicles and to ensure that the use of the service by the designated drivers complies with these general rental conditions. They undertake to notify the operator of any changes concerning the designated drivers (departure, licence suspension).
- In the event 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 the contract has been signed, personal access and confidential identifiers are given to each designated driver to allow him or her to use the vehicles. A contactless carrier for access to the vehicles can be provided to the renter upon request. This medium remains the property of the operator. The renter may request to use a support already in his possession to access the vehicles. A PIN code is also provided that the tenant must keep secret.
2. Access and support are nominative, strictly personal and may not be transferred or loaned to a third party.
3. The support must remain in the driver's possession when using the vehicle and may be required to be presented by the operator.
4. In the event of loss or theft of the media provided by the operator, the renter must immediately inform the operator. The costs of loss of the medium are invoiced to the tenant according to the terms and conditions defined in the appendix relating to the rates in force.
5. Under no circumstances should the renter leave the PIN code with the holder. He/she may not lend or assign his/her identifiers or support to third parties to the contracts. Otherwise, the operator may be held liable for any unauthorised use of the vehicle and for any loss, damage and/or prejudice that the operator may suffer as a result of this failure.

Article 5 - LOCATION

1. Reservation is a mandatory prerequisite for the use of the vehicle in a loop and flex station. Reservations can be made 24/7 by any means made available to the tenant (telephone, Internet, mobile application). Availability on the mobile application is a mandatory prerequisite for the use of the vehicle in free-floating.
2. The reservation of the vehicle in a loop or flex station must be made personally and mention the name, the rental number, the support number, the pick-up and drop-off location of the vehicle, the type of vehicle desired and the period of use.

A free-floating vehicle can be booked for the time it takes to get there, on the online space or the mobile application. The duration of the reservation is determined by the tenant but must start at a quarter of an hour following check-in and is invoiced according to the rates in force.

The registration of the reservation or its extension must, in order to be valid, be confirmed to the tenant by the message "reservation accepted" on the online or mobile reservation area and appear in his or her future reservations on his or her customer area. Any unconfirmed booking is not valid.

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

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 depending on the operational constraints of the service. A deposit of the estimated amount according to the current rates may be requested to confirm the reservation.

5. Any booking of less than 5 days can be changed or cancelled free of charge up to 2 hours before the start of the booking using the different booking methods of the service. Cancellations made less than two hours before the start of the rental will be charged according to the current rates.

Any reservation of more than 5 days can be modified or cancelled free of charge up to 48 hours before the start of the reservation using the different booking methods of the service. Cancellations made less than 48 hours before the start of the rental will be charged according to the current rates.

6. In the case of vehicles subject to prior reservation, these are allocated to the renters according to the order of the reservations received. For vehicles that can be rented without a reservation, they are each allocated to the first tenant to enter the vehicle, on a first-come, first-served basis.

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 access to certain categories of vehicles to young drivers (less than two years of licence).

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

Article 6 – TERMS 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 other substances likely to impair the ability to drive.

2. Before departure and on return, the renter undertakes to carry out a visual inventory of the interior and exterior of the vehicle (bodywork, optics, wheels, windows, windscreen wipers, antenna, seats, controls, switches, seat belts) as well as any protection 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 it closes when the reservation is returned by any means made available by the operator (telephone call to the operator or to the call center, messaging via the application, telephone call, on-board phone, etc.). Otherwise, the renter is presumed to have received the vehicle and its accessories in good condition. If the vehicle's space 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 may check tyre pressure, oil, lubricant and engine coolant levels, or any other fluid (especially if used for more than three days). Any other intervention is subject to the operator's authorisation. In the case of long journeys, the renter must check the tyre pressure regularly.

4. The renter undertakes to inform the operator immediately 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 continuing the rental.

5. Smoking and vaping are strictly prohibited on board the vehicles. Anyone who does not comply with this rule is subject to sanctions (see current prices).

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

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 coverage (within the limits prescribed by law and without prejudice to insurance):

- for any passenger transport activity remunerated or carried out on a professional basis, except in the context of carpooling, within the meaning of Article L3132-1 of the Transport Code, carried out on an individual basis. In the latter case, the driver undertakes to bear full responsibility for the vehicle and its equipment.

- to propel or tow any vehicle, trailer or other object, except for vehicles specifically equipped by the operator;

- for any test drive, motor race, competition or rally reconnaissance;

- outside the areas suitable for vehicles;

- under the influence of alcohol or under the effect of absorbed elements that modify the reflexes essential to driving;

- to load materials that may damage the vehicle, such as flammable or explosive materials, radioactive products or other products that may damage the vehicle;

- to load the vehicle to the point of making it overweight;

- for any unlawful purpose.

9. The renter has legal custody of the vehicle and is responsible for it. He/She undertakes, outside of driving periods, to park it in a safe place, to lock the vehicle and, if necessary, to activate the alarm and lock the lock. The operator is not responsible for any loss or damage to items left on board the vehicle. The renter undertakes to inform the operator without delay of any loss of key or card. The tenant is not allowed to have the keys or the card reproduced.

Article 7 - FUEL

1. As fuel expenses are included in the vehicle usage rates, the renter undertakes to return the vehicle with at least a quarter of the fuel tank filled.

2. If less than a quarter of the fuel tank remains when the vehicle is returned, the renter must fill up the tank himself/herself. To meet this obligation, the renter can pay either with the fuel card present in the vehicle and dedicated to him/her alone (keep the ticket), or by advancing the amount that will be reimbursed in the form of a credit note on invoice. This request for reimbursement must be made within one month of using the vehicle by submitting the original dated itemized invoice mentioning the purchase and the 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 an advance payment by the renter for the charging of an electric vehicle while roaming.

4. If, however, the renter returns the vehicle with less than a quarter of the tank, penalties will be applied (see current rates).

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

6. If the renter finds that the vehicle is under a quarter of the tank at the beginning of the rental, he/she is required to inform the operator by any means made available to him/her. It may be mutually agreed to move the reservation to another available vehicle. If, however, the renter keeps the vehicle initially desired, he/she undertakes to return it with at least a quarter of the fuel tank.

7. In the event of a fuel shortage, the renter is responsible for damage caused to the vehicle's fuel system or engine. The towing and the costs resulting from the breakdown are the sole responsibility of the buyer, excluding the benefit of the deductible.

8. In the event of an error by the hirer in filling the tank, the costs of fuel, emptying the tank, cleaning the fuel circuits and any replacement of damaged or deteriorated parts, and towing are the sole responsibility of the hirer, excluding the benefit of the excess.

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

Article 8 – ELECTRIC VEHICLES

1. It is the responsibility of the renter to familiarise the operator with 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 will be enforceable against the tenant.

2. In all circumstances, the renter is fully responsible for the entire duration of the reservation for the removable charging cable(s) if the vehicle has them, except for him/her to establish by any means that he/she has nothing to do with their degradation or disappearance. Any damage or disappearance of this cable(s) attributable to the tenant will be invoiced to him for the actual costs of replacing the cables within the limit of the lump sums indicated in the appendix".

3. The renter is responsible for ensuring that his/her use is in line with the vehicle's range, by checking the load before starting and driving in a way that preserves the range.

By leaving with the vehicle, the renter expressly accepts the level of charge and range of the vehicle as displayed by the latter when it is picked up by the renter.

4. If the renter finds that the vehicle is not sufficiently loaded at the beginning of the rental, he/she is obliged to inform the operator. It may be mutually agreed to move the reservation to another available vehicle.

5. If the rented vehicle needs to be charged at a charging station, the renter is obliged to start charging after it has been used for the next driver. In the event of using the wrong charging card, the costs incurred may be re-invoiced to the customer according to the actual costs. In the event of a problem preventing the vehicle from being properly recharged at the end of use, the renter must immediately notify the operator by telephone, which is the only one authorised to authorise the end of the rental without recharging. If the renter returns the vehicle without properly launching the charge, and without prior validation from the operator, penalties will be applied to him/her (see current rates).

6. It is reminded that the tenant must ensure, when taking the road, that he or she has enough autonomy to make his or her journey. Otherwise, and in the event of a breakdown during the rental due to an empty battery, the renter must immediately inform the operator, who will decide on the procedure to follow. If costs were to result from a breakdown due to an empty battery attributable to the tenant, these would be re-invoiced to him/her on an actual basis without the benefit of the insurance or the deductible, the operator being himself forfeited these guarantees in such a case. In the event of a late return of a booking, penalties may apply (cf. art. 9).

Article 9 – DURATION OF THE RENTAL AND RETURN

1. The vehicle must be returned with the lights off, the doors and trunk locked, the windows, roof and fuel door closed. Electric vehicles must be recharged. For vehicles with prior reservation, the return must be made at the latest at the time and date

scheduled at the time of the reservation or its extension, the operator's time being presumed to be authentic, unless proven otherwise by the hirer by any means.

2. For vehicles with prior reservation, in case of delay, the renter must immediately notify the operator by phone. The additional costs resulting from a delay are the responsibility of the late tenant (see the rates in force in the appendix) unless the tenant demonstrates that he or she has not committed any fault and that the delay is the result of a case of force majeure defined by law.

3. For vehicles with prior reservation, more than 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 returned in a degraded condition preventing the proper use of the vehicle, the vehicle is taken out of service and the time of immobilization of the vehicle is the responsibility of the renter.

The latter is required to pay, in addition to the amount of the rental taking into account this extension, the costs of reconstituting the said documents or repairing the equipment and accessories as well as the management costs (see tariff annexes).

5. Each vehicle "in a loop" has its assigned seat, on which the renter undertakes to return the vehicle at the end of the rental. Otherwise, an additional charge will be charged (see applicable rates). In order to guarantee the renter the availability of the allocated space, the operator may put a mechanism such as a hoop, stud or chain, which the renter undertakes to put in place at the start of his rental. In the event of failure by the hirer to install the mechanism (roll cage, stud or chain) at the beginning of the rental, the operator cannot be held responsible for the unavailability of the allocated space.

In the event that it is impossible to park the vehicle in its place, or if the space is subject to a permanent or one-off order prohibiting parking in the next 24 hours, the tenant is obliged to park the vehicle in a regular space nearby (except in blue zones and limited parking zones, parking, reserved parking or subject to a permanent or one-off order prohibiting parking in the next 24 hours), pay the parking fees incurred and immediately notify the operator by telephone or the call centre indicating the location of the vehicle. The operator will reimburse the renter for the parking costs incurred on presentation of proof. On the other hand, the operator cannot be held responsible for the costs resulting from irregular parking of the vehicle (fine, impoundment, etc.). These costs will remain the sole responsibility of the renter who parked the vehicle, except in cases of force majeure defined by law.

6. Each vehicle in flex or free-floating station is made available for regular free parking on the street, in the area predefined by the operator and in 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 this zone, blue zone, irregular, annoying, reserved or subject to a permanent or one-off order prohibiting parking in the next 24 hours. Otherwise, additional costs will be charged at the sole expense of the tenant (see applicable rates). The operator cannot be held responsible for any costs resulting from the improper parking of the vehicle (parking ticket, ticket, impoundment, etc.). These costs will remain the sole responsibility of the renter who parked the vehicle, except in cases of force majeure defined by law.

7. The renter undertakes to return the vehicle in an acceptable state of cleanliness. In the event of the 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, large quantities of sand, mud, unpleasant odours, etc.), cleaning costs will be charged to the renter (see current rates).

8. When returning 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 compartment, if applicable the parking card and/or the key/remote control of the roll bar in the vehicle.

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

10. The vehicle in a loop shall be considered to have been returned when it is parked in its usual location or in the authorised location closest to the initial space in the event that the initial location is unavailable, properly locked, ignition switched off or the engine switched off, and all papers, keys, remote controls and maps (parking, fuel) are stored in the intended location.

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

Article 10 - LIABILITY OF THE OPERATOR

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

2. The proper functioning of the car-sharing service is dependent on the tenants respecting the reservation times. As a result, it is possible that a reserved vehicle is not available. In this case, the operator undertakes, however, to offer the hirer another vehicle (i) with characteristics at least equivalent to the vehicle booked and under the same financial conditions or (ii) of a lower category to the vehicle initially booked by the hirer and under preferential financial conditions. In any event, the operator may be exonerated from any liability if it demonstrates that the situation results from a case of force majeure 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 Operator's liability is presumed to be on a legal basis. In the latter case, it would be for the operator to prove that the conditions for the implementation of its liability are not met.

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

5. Access to and operation of the website and citiz.coop app and the operators' web pages: the operator undertakes to implement all necessary means to ensure continuous access to the citiz.coop website, the application dedicated to access to the service and the operators' web pages. However, in order to ensure the technical maintenance of the site, access may be interrupted from time to time. As far as possible, the operator will endeavour to warn its users of this. With the exception of any failure to comply with its obligation of means to offer the vehicle reserved in advance, the operator declines all responsibility in the event of any damage that may result from the unavailability of the site. The operator declines all responsibility in the event of a problem with the connection to the site related to the technical means used by the tenant (in particular, the use of the Internet network). The operator is not responsible for any loss or damage that may result from the loss or fraudulent use of the renter's passwords, PINs, identifiers.

Article 11 - LIABILITY OF THE TENANT

1. Unless otherwise stipulated in special conditions, the use of the car-sharing service is the responsibility of the renter, the operator cannot be held responsible for the use made of its vehicles.

2. The vehicle is made available exclusively to the renter and, if applicable, to the declared additional driver.

3. The renter is responsible for the vehicle and its accessories for the entire duration of the reservation, i.e. from the moment of taking possession of the vehicle until its complete return, unless he/she demonstrates by any means that he/she is not involved in the damage and that he/she has not committed any fault during the use of the vehicle. It also undertakes to pay particular attention to tyres.

4. Any deterioration, damage or failure occurring to the vehicle during the rental is the responsibility of the renter, unless the renter demonstrates that such deterioration, damage or failure is the result of a case of force majeure as defined by law or the Courts.

5. The renter may be held liable for any damage caused intentionally or negligently to the vehicle, as well as to the equipment installed on board (access, locking and route calculation systems in particular) or outside the vehicle (seat protection bars, totems, vehicle accessories or elements of the on-board system belonging to the operator).

6. The renter undertakes to take care of the vehicle and is liable for damage and deterioration resulting from clumsiness, negligence, fault or non-compliant use.

Any negligence occurring during the rental that hinders the proper functioning of the service and/or leads to an intervention by the operator's team is also the responsibility of the tenant (e.g. ceiling light or radio not turned off, resulting in battery failure, etc.). Any intervention by the operator's team in the event of negligence by the tenant may be invoiced according to the rates in force.

Damage to the vehicle other than normal wear and tear is the responsibility of the renter and remains at his or 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 present normal safety conditions.

8. In the event of an accident, the renter undertakes to collect the necessary information, in particular to fill in 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 responsible for paying tolls, fees and other fees for out-of-station parking (loop vehicles) or off-drop-off area (flex and free-floating vehicles) during the rental.

10. The renter is responsible for the consequences of any offences against the Highway Code, or the road traffic legislation of the place of traffic, that he/she commits.

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

12. The loss of points on the driving licence as a result of any offence remains exclusively the responsibility of the renter.

13. In the event of a contract of a post-parking fee (FPS), the tenant is required to pay it when the FPS is noted on the windscreen, within 3 days. Otherwise, the operator will receive an increased FPS that it will re-invoice to the tenant. If the tenant intends to contest the application of the post-parking fee, he or she will file the mandatory prior administrative appeal provided for in Article L2333-87 of the General Code of Local Authorities on the basis of a power of attorney signed by the operator. If this appeal is rejected, it will only refer the matter to the Paid Parking Litigation Commission after the operator's agreement. In the event of the tenant's failure to implement the dispute procedure, he undertakes to reimburse the operator for any sums owed by him in fine.

Article 12 - INVOICING

1. An appendix to the tariffs in force is attached to these conditions. The rates include insurance, maintenance, rental of reserved spaces and the fuel necessary for the trips made.

The amount of the deductibles and hourly surcharges is defined in the same tariff schedule.

2. Si the driving licence has been valid for a period of less than two years, the rates are increased until the licence is two years old (see current rates).

3. The tenant is liable to:

- the monthly subscription if applicable,
- the rental fee for the duration of the lease and the mileage driven calculated at the current rates and rates,
- all rental fees for the additional driver, and/or any other surcharges or miscellaneous charges applicable to the current rates and rates (see current rates) in accordance with the options subscribed to under the terms of the contract by the renter,

- where applicable, all costs related to non-compliant use of the vehicle and/or non-compliance with the procedures as defined by these conditions (abandonment, failure to carry out an inventory of fixtures, failure to comply with the minimum fuel requirement, etc.) for which the renter would be responsible in accordance with the provisions of the applicable law and these terms and conditions,

- all taxes, fees or charges relating to the rental or any amount charged by the operator as a refund of such taxes, fees and duties,
- all contraventions resulting from an offence committed by the tenant in any capacity whatsoever, as well as all costs related to legal proceedings,
- repair costs not covered by insurance (cf. Art. 6.8, Art. 14.7); For the following up to the deductible, including cases where applicable charges of a different nature are cumulative: costs of replacement, repair and/or immobilization of the damaged or stolen vehicle, other costs related to the immobilization and storage of the vehicle, as well as the "immobilization costs" package, except in cases where the liability of an identified third party is established.

In the event of damage to a tyre, the replacement of the landing gear (and not only the damaged tyre) can be carried out and will then be invoiced to the lessee, unless the liability of an identified third party is established or if the deterioration results from an accidental or undetermined cause.

4. Invoicing is established by the operator through a computerized and automated system installed in the cars.

5. If the renter opts for the invoicing of his rental costs per trip, this is subject to the registration of his bank card as a means of payment. If he opts for the monthly invoicing of his rental costs, this is subject to the payment of a security deposit (see current rates).

The first unpaid rent will cause the tenant to lose the possibility of paying his rental fees by monthly invoice. It will necessarily have to be invoiced per trip.

6. By express agreement and unless a postponement is requested in time and granted by the operator, failure to pay an invoice by the set due date will result in the payment of all sums still due, regardless of the method of payment provided, and the application as a penalty clause of compensation equal to 15% of the sums due. The tenant's rental rights are suspended until his/her situation is regularised. For subscribed users, the subscription fee is maintained for a period of two months.

7. If a monthly invoice outstanding exceeds the amount of the security deposit paid at registration, the operator reserves the right to require a deposit before the end of the month. The tenant's rental rights are suspended until the deposit is collected.

8. In the case of invoicing per trip, the validation of a rental is subject to the registration of a bank imprint on the renter's bank card, the amount corresponding to the estimated cost of the journey including the hourly cost, the cost per kilometre and the amount of the excess (see current rates). The validation of a rental exceeding 5 days is subject to the prepayment of the estimated cost of the trip, including the hourly cost and the cost per kilometre.

9. When the tenant is a professional, and in accordance with Article L.441-10 of the French Commercial Code, a lump sum indemnity for recovery costs will be due in the event of late payment (in addition to interest and penalties for late payment). This indemnity is set at €40 by Article D.441-5 of the French 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 immobilizing it, the renter must call the assistance service of the Citiz network's call center, available 7 days a week and 24 hours a day. The phone number is on the support given to the tenant. The costs of towing and repairing the vehicle on the road are covered by the assistance within the limits and conditions defined below: If it is impossible to provide the reserved vehicle, the operator will provide its nearest available vehicle and pay for the outward mode of transport (public transport, taxi, etc.), up to a limit of €25 including VAT after agreement with the operator. Assistance in the event of a breakdown, accident, fire, theft or attempted theft includes: the organisation of towing or breakdown of the vehicle to the nearest authorised representative's workshop, the payment of the costs of waiting for the vehicle, the continuation of the journey or the return home within the following limits: accommodation for up to 1 night and a maximum of €70 including VAT, Train and taxi are available for the continuation of the journey and the recovery of the repaired vehicle up to a maximum of €150 including VAT.

In all cases, the tenant must contact the operator before incurring any expenses.

In the event of an accident, in addition to the provisions set out in Article 14 below, the renter undertakes to secure the vehicle and to inform the emergency services in the event of injury.

Article 14 - INSURANCE

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

2. Drivers are covered by civil liability insurance: bodily injury, up to a maximum of €250,000. Passengers and third parties are covered by civil liability insurance: bodily injury with no limit of coverage. According to Article 211-1 of the Insurance Code, "civil liability" covers damage caused to the renter, passengers and third parties. Only the tenant benefits from this insurance in full. In the event of the vehicle being driven by an undeclared person, even in the presence of the renter, the renter will bear all the costs related to the accident and its consequences. No limits will be applied.

3. The insurance deductible is mandatory for the tenant. He/She may proceed with a partial redemption of this deductible, when his/her driving licence has been valid for a period of more than two years, provided that he/she has not caused any at-fault claim with an operator in 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 tenant is liable for the amount of the repairs and the applicable ancillary costs up to the excess.

During the following 12 months, an hourly surcharge will be applied to the rental, the partial redemption of the excess will be suspended and in the event of a claim the amount of the deductible will be €1000 including VAT (cars in categories S, M, L) or €1300 including VAT (for categories XL and XXL). For each new at-fault accident or without an identified third party, these conditions will be extended for a further 12 months.

5. The insurance documents are stored in the vehicle.

6. In the event of a vehicle not returned beyond the booking period, the operator declines any responsibility for any 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 that is inappropriate for the vehicle used;
- Running out of fuel or empty battery for electric vehicles;
- damage to tyres (in the absence of third parties);
- Lost key or media;
- false declaration or absence of a declaration on the circumstances of a claim;
- damage caused to the vehicle in the lower parts (under the axle of the wheels): e.g. impact against the stump of a tree, pavements, any other object on the road;
- fault relating to a serious violation of the Highway Code or an offence relating to driving, parking or general use of the vehicle;
- violation of the legal and regulatory provisions applicable in terms of driving a vehicle;

All costs and consequences arising from these situations remain entirely at the expense of the tenant, without being limited by the deductible, the provisions of which do not apply to these cases.

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

Article 15 – ACCIDENT

1. In the event of an accident involving injured persons, the tenant, who is in a physical condition to do so, undertakes to immediately notify the police or gendarmerie authorities, and the operator within 24 hours of the discovery of the claim in order to allow the latter to declare the claim to his insurer. He must also inform the operator of any intervention by the police following the disaster, even if there are no injuries. In all cases of accidents, the tenant undertakes, on pain of forfeiture of the benefit of the insurance:

- to notify the operator of the claim to enable him to make the insurance declarations within the period provided for in Article L113-2 4° of the Insurance Code, i.e. 5 working days,
- to draw up legibly, even in the case of only material damage, an amicable report 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 report or written declaration to the operator is mandatory, even in the absence of a third party. Otherwise, when returning the vehicle or at the latest within 48 hours of the request made to him or her for this purpose by the operator, the renter loses all right to the coverage of the above-mentioned warranty and is liable for the total amount of the repair of the vehicle or its replacement cost, notwithstanding the provisions relating to the excess.

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

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

5. The Tenant undertakes to cooperate in any investigation and/or legal proceedings with the Operator and its insurers.

Section 16 – THEFT OR VANDALISM

1. In the event of theft or damage to the vehicle or equipment installed on board (access, locking and route calculation installations in particular) or outside the vehicle (seat protection bars, totems, vehicle accessories or elements of the on-board 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 disaster. Only the tenant can make this declaration. In the event of non-compliance with these conditions, the tenant is forfeited the benefit of insurance cover if he or she does not report the claim within 5 working days.

2. In the event of theft or damage by a third party, the renter remains liable for the insurance deductible or the amount of the repairs up to the excess, unless he/she demonstrates that the theft or deterioration by a third party of the vehicle or equipment installed on board is the result of a case of force majeure 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 – RESILIATION

1. Termination may take place at the initiative of the tenant at the end of the initial minimum period of 3 full months.

It must be sent to the operator of the contract in writing (e-mail or post). An acknowledgement of receipt will be sent in return by e-mail.

The cancellation takes effect on the last day of the month following receipt of the letter (examples: a request received on March 1st takes effect on April 30th / a request received on June 30th takes effect on July 31st).

2. In addition, in the event that the operator wishes to modify this contract, the tenant benefits from a unilateral right of termination (cf. art. 19).

3. The operator may terminate the contract unilaterally after a 15-day formal notice sent to the tenant by registered letter with acknowledgement of receipt, in the event of:

- Inaccuracy or incompleteness of the documents to be provided by the renter and referred to in Article 3.9 above, unless the defective document is the copy of the

driving licence which constitutes a reason for unilateral termination by operation of law and without notice by the operator in accordance with the above article;

- Failure to pay an amount invoiced by the operator;
- Any other violation of these Terms.

In the event of serious or repeated contractual misconduct committed by the tenant, and in particular in the cases indicated below, the operator may unilaterally terminate the contract by giving 15 days' notice, which begins to run from the receipt by the tenant of the notification of termination sent by the operator mentioning the reason for the termination:

- use of a vehicle without prior reservation (loop and flex vehicles);
- from the first at-fault claim;
- frequent cancellations of bookings during periods of high use (i.e. 3 cancellations of more than one day on weekends, public holidays or school holiday periods);
- frequent tardiness (i.e. 3 tardiness of more than 15 minutes in 3 consecutive months);
- exceeding the agreed duration of use by more than 4 hours without informing the operator;
- return outside the station or outside the vehicle drop-off area;
- use of a vehicle for more than 5 days without prior agreement with the operator operating the service;
- frequent unbooked rentals (i.e. 3 over 3 consecutive months);
- failure to return a vehicle with at least 1/4 full tank at least 3 times after the rental of a combustion vehicle,
- Failure to charge a vehicle at least 3 times after renting an electric vehicle.

The termination is notified by registered letter with acknowledgement of receipt,

In the following cases, the operator may terminate the notice immediately upon receipt of the registered letter with acknowledgement of receipt.

- discovery of any false declaration at the time of subscription to this contract or failure to declare during the contract a change in situation resulting in the loss of one of the conditions of registration;
- driving without a valid driving licence in the case of a single driver;
- driving under the influence of alcohol, drugs or medication likely to impair driving ability;
- use of a vehicle by an undesignated person;
- Committing a serious offence under the Highway Code or the Criminal Code by the renter with a vehicle subject to the service;
- deliberate damage to the vehicle and/or its accessories by the renter.

4. The termination of a legal or natural person shall result in the automatic termination of its options and designated drivers.

5. If the tenant has paid a deposit and/or a security deposit at the time of registration, these sums are returned and reimbursed, without interest. These sums are paid after the payment of the last invoices, within two months of the effective date of the termination, and unless set off against any amount that may be due to the operator as a result of the clauses provided for in this contract and insofar as the tenant is no longer liable to the operator in any way whatsoever. User fees are calculated according to the schedule in effect on the date of termination of the contract.

If the tenant has subscribed to a share at the time of registration or during the course of the contract, it may be redeemed upon written request in accordance with the provisions of the operator's articles of association.

6. Notwithstanding the termination of the contract, the tenant remains, even after the contractual deadline, 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 tenant acknowledges that he/she has read and approved the privacy policy in force, in compliance with the regulations 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. In accordance with the provisions of Law 78-17 of 6 January 1978 as well as the GDPR (Articles 15 et seq.), the tenant has the right to access, rectify, delete, limit, transfer and oppose personal data concerning him/her, by making his/her choice of request:

- by email, to the address dpo@citiz.fr.
- by post, to the address of the operator in charge of the tenant's contract.

3. The tenant has the option of filing a complaint with the CNIL by post or telephone: CNIL - 3 place de Fontenoy – TSA 80715 75334 Paris Cedex 07 – tel: 01 53 73 22 22, or via the CNIL's website <http://www.cnil.fr>

Section 19 - AMENDMENTS

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

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

3. In the event of any changes to these General Terms and Conditions of Rental, the Hirer shall be notified, at least 15 days before the entry into force of the new version, by e-mail and/or SMS, and must expressly accept them in order to continue using the CITIZ services.

4. Acceptance of the new general rental terms and conditions can be given by the tenant, after having read them, on his online customer area.

5. Acceptance of the current rental terms and conditions is, in any case, prior to each new vehicle booking, so that any booking is subject to the current general rental conditions.

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

7. If the tenant does not expressly accept the new general terms and conditions and any attachments thereto, he/she will no longer be able to access the service but will nevertheless remain liable for consumption prior to termination.

Article 20 - ELECTION OF ADDRESS FOR SERVICE

For the execution of these terms and conditions, the parties elect an address for service at their respective domicile or registered office stated at the beginning of the contract concluded at the time of registration.

Article 21 - DISPUTES AND JURISDICTION CLAUSE

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

To this end, the most diligent party who wishes to use the mediation process will inform the other party. The operator appoints the Mobilians Mediator to organise the mediation: contact on [Médiateur-Mobilians \(mediateur-mobilians.fr\)](mailto:Médiateur-Mobilians (mediateur-mobilians.fr)), by post 43 bis route de Vaugirard - CS 80016 - 92197 Meudon CEDEX or by email: mediateur@mediateur-mobilians.fr. The consumer may also refer the matter to any mediator of his choice, provided that he 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 shall 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 tenant that could not be settled amicably is subject to the exclusive jurisdiction of the courts of the place of the registered office of the operator with which the contract was taken out if the tenant is a legal person or in the case of a professional subscription, and of the tenant's domicile if he/she is a natural person.

Article 22 - INVALIDITY

If a non-determinative provision of the parties' commitment to these General Rental Terms and Conditions is found to be or become void, this shall not affect the validity of the remaining provisions.

These terms and conditions shall be interpreted exclusively in accordance with the French language version, which shall prevail in the event of any discrepancy.

Date

Mention "read and approved"
Signature

Annex 1 - 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 for the application of the deductible and eligibility for buy-back and increase are defined in Article 14 of the General Rental Terms and Conditions (CGL) of the Citiz network and explained below. Your contract can be terminated at the first at-fault claim.

INSURANCE DEDUCTIBLE

In the event of an at-fault accident or an unidentified third party (excluding cases of loss of custody - use, control and steering - or force majeure), the renter is liable for the amount of the repairs and the applicable ancillary costs up to the deductible of **€700** (cars in categories S, M, L) or **€1,000** (for XL and XXL categories). During the following 12 months, an hourly surcharge will be applied to the rental, the partial redemption of the excess will be suspended and in the event of a claim the amount of the deductible will be **1000 €** (cars in categories S, M, L) or **1300 €** (for categories XL and XXL). For each new at-fault accident or without an identified third party, these conditions will be extended for a further 12 months.

PROFILE	2nd CLAIM DEDUCTIBLE Within 12 months of 1	
	S,M,L	XL, XXL
All profiles, all formulas	€1,000	€1,300

PARTIAL SURRENDER OF THE "ASSURANCE+" 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. This option is not available to young drivers and is suspended in the event of an at-fault claim for 12 months.

PROFILE		PER HOUR	PER 24H	PER WEEK	1ST CLAIM DEDUCTIBLE	
					S,M,L	XL, XXL
With subscription	Insurance +	€0.28	€3.50	€18.50	200 €	500 €
	Loss penalty	€0.28	€3.50	€18.50	-	-
Discovery offer and No subscription	Insurance +	0,56 €	7€	35 €	200 €	500 €
	Loss penalty	0,56 €	7€	35 €	-	-

YOUNG DRIVERS

An increase in the rental price is applied to drivers who have held a licence for less than 2 years, without the possibility of partial redemption of the excess.

In the event of a claim, for one year, an increase in the rental price is applied (claim malus), again without the possibility of partial redemption of the deductible.

PROFILE		PER HOUR	PER 24H	PER WEEK	1ST CLAIM DEDUCTIBLE	
					S,M,L	XL, XXL
Young drivers (all formulas combined)	Increase	0,56 €	7€	35 €	700 €	€1,000
	Loss penalty	€0.56	7€	35 €	-	-

SLIGHT DAMAGE PACKAGE

TOO BAD	TTC
Sinking < 5 cm not repaired	50 €
Scratch without denting < 10 cm unrepaired	50 €
Scratch without denting < 20 cm unrepaired	115 €
Windshield Impact Repairable	75 €
Repairable puncture (on tread)	50 €
Upholstery or interior trim torn, perforated or scratched < 10 cm	200 €

Annex 2 - Other Applicable Fees (TTC)

Late cancellation of a 5<day reservation that starts in less than 2 hours Late cancellation booking ≥ 5 days starting in less than 48 hours	50% of the hourly cost
Late shortening (booking has already started)	100% of the hourly cost until the call time with a minimum of one hour then 50% of the remaining hourly cost
Late return of a vehicle	Hourly cost + 3 € / 15 min delay + fixed penalty of €50 if another driver is affected by this delay
Loss of the smart card	5 €
Failure to meet minimum fuel (1/4 tank)	15 €
Failure to transmit or non-compliant transmission of the payment receipt via the "mooncard" card (for the operators concerned)	15 €
Processing fees (fine, post-parking fee, toll or parking re-invoicing, etc.)	15 €
Recharging of chargeback fees for chargebacks, direct debits or unpaid cheques	to the actual within the limit of €15 per incident
Vehicle rendered abnormally dirty (areas: "inside", "outside", "front seats", "rear seats", "trunk")	€50 per area to be cleaned
Failure to comply with the smoking or vaping ban	50 €
Intervention and travel of a technician without a disaster (forgetting the parking map, ceiling light on, bad parking, parking more than 2 km away from the initial space, any resumption of service following non-compliant use of the service)	€50 + invoice for the trip if applicable
Inspection of fixtures not carried out or not compliant	50 €
Non-compliant parking at the end of the rental (outside the resort or outside the zone, annoying, prohibited, etc.)	50 €
Vehicle immobilization costs (breakdown, claim, loss of vehicle accessory, etc.) when the lessee is liable, up to the deductible	Flat rate of €50 + €10 / day of immobilization
Non-return or degraded return of a loaned object: <ul style="list-style-type: none"> - Single car seat, booster seat, chains, snow socks, GPS, SD card - Bike rack, roof rack - Inflatable car seat 	150 € 500 € 400 €
Replacement costs in case of loss of the parking card or remote control, fuel card, electric charging station badge, roll bar remote control, datafob, vehicle papers	According to actual costs up to a limit of €100 per lost item.
Lost Vehicle Keys: Replacement and Reprogramming	According to actual expenses up to a limit of €600
Loss of charging cable (electric vehicles): replacement	According to actual costs up to a limit of €400
Filing a complaint	50 €

Annex 3 – Withdrawal form within the 14-day period

Model form for the withdrawal of a contract concluded at a distance

(Please complete and return this form only if you wish to withdraw from the contract)

Letter to be sent by registered mail with acknowledgement of receipt to the seller or by email to the attention of the operator

Consumer

First and last name.....

Address.....

Postal Code – City

Addressee

Company name of the operator on your contract.....

Address of the operator listed on your contract:.....

Postal Code – City

The...../...../..... (indicate the date of conclusion of the contract), I have registered on the CITIZ website or application to benefit from a car-sharing service.

In accordance with Article L. 221-18 of the Consumer Code, I hereby exercise my right of withdrawal within the 14-day period.

I am informed that the operator will reimburse all payments received from me within 14 days of receipt of the withdrawal, with the exception of any services consumed that I have requested to benefit from, during the withdrawal period, and in proportion to these.

Done at (indicate location) on (date) / /

Signature