

## **PUBLIC CONTRACT OF OFFERS FOR SHORT-TERM CAR RENTAL (CARSHARING)**

This contract of public offer is addressed by the Executor to any legal person who meets the requirements of this contract and wishes to become a User of the Getmancar service.

### **1. Terms**

**Car sharing** - is a short-term car rental service that includes the car, taxes, seasonal tires, the cost of a car wash and the cost of fuel in certain tariffs.

**The executor** - is a legal entity, an individual entrepreneur, who draws up a contract and receives payments for car rental.

**Employee, authorized person of the Executor** – a person working for the Executor (employee), or a person authorized by the Executor to represent interests, perform certain functions and tasks. These persons may include employees (employees), representatives under power of attorney, other entities having contractual legal relations with the Executor with appropriate powers.

**The User** - is a person who uses the car sharing service, has previously registered and authorized in the service, through the Mobile Application and/or the Web. The term "User" completely absorbs the term "User - legal entity".

**Registration in the service** - is a set of actions of a person aimed at providing his/her personal data in order to be allowed to use cars of the Getmancar car sharing service, including: adding a photo or scanned copies of documents, sending his/her phone number via messenger or via SMS confirmation, granting permission or transfer data thanks to third-party services, including the "DIYA" and "BankID" accounts.

**Authorization in the service** - is a set of actions carried out by the User, aimed at logging into the account, carried out by receiving a one-time password via SMS, a unique link in the messenger, authorization via the "DIYA", "BankID" services.

**Using the car sharing service** – the set of actions of the User aimed at making a trip in a car sharing car may include: booking a car, opening, inspecting, starting the engine, driving a car of the Getmancar car sharing service, making payments for services.

**The user as a legal entity** – a legal entity that has entered into an additional agreement in writing to this agreement, at the same time the terms of this agreement are valid for it. Employees, clients, of the User - a legal entity are Users and have a power of attorney to use the service on behalf of the User - a legal entity.

**Previous User** – User who left the car, clicked the "end" rental/trip button.

**Next User** – User who receives a car, starts or wants to start a trip after another person (the previous User) who used the car.

**Traffic regulations** - are the current traffic rules of Ukraine, approved by a resolution of the Cabinet of Ministers of Ukraine and binding on Users.

**A road accident** - is a traffic accident, the circumstances of which are defined by the Road Traffic Rules of Ukraine and in which damage is caused to a car and/or property and/or to the life and health of people.

**Damage of the Car** - circumstances in which the Car, third parties, other vehicles, things are damaged, damage (damage) is caused and/or in which the Car is damaged in any way, but which do not fall under the definition of a road accident. Damage can be caused to the Vehicle both in motion and in a stationary mode, including but not limited to damage due to impact, illegal actions of third parties, unidentified objects, vehicles, etc., or if the damage is discovered on the Vehicle later and cannot be established how and under what circumstances it was inflicted.

**Liability limitation amount** – the amount that limits the User's liability (determined in accordance with the terms of section 21 of this Agreement) in the event of damage to the Vehicle, provided that the circumstances of the road accident and/or Damage to the Vehicle are reported in the order and terms established by this Agreement and that the case is properly recorded by the competent authorities, in accordance with the requirements and conditions of the current legislation, this Agreement, including clause 17.2 of this Agreement, as well as in the absence of circumstances specified in clause 21.4 of this Agreement.

**Liability reduction** - is an additional service that can be ordered by the User in the mobile application when booking a car. Allows to reduce liability to the amount specified in clause 21.2.1.3 of this Agreement, in the event of damage to the car, provided the User complies with the terms of section 17 of this Agreement, including clause 17.2 of this Agreement, and there are no circumstances specified in clause 21.4 of this Agreement.

**Booking** - a set of actions performed by the User, directed to order a car for the purpose of its further use by the User for a trip, actions of the Executor, which consist in depriving other persons, except the User, of the possibility of ordering (booking) this car.

**The "inspection" mode** - is a set of actions done by the User directed to check the condition of the exterior and interior of the car for the presence and/or absence of damage, operability, availability and compliance of the vehicle registration certificate, fuel card, TPL policy, other things in the car, in order to sign the electronic act of acceptance-handover in the application, by assessing the condition of the car and indicating the presence/absence of defects with and/or without adding a photo. The actions of the Executor consist in the User's admission to the car (unlocking the car).

**"Warm-up" mode** - a set of actions done by the User aimed at warming up the car, namely: starting the engine, reaching a certain, permissible level of the temperature of the coolant of the car engine, heating the glass and mirrors. The Executor's actions consist in providing the User with the ability to start the engine using the built-in key.

**The "use" mode** - is a set of actions done by the User, aimed at making a trip, stopping and other actions that are permissible during normal operation of the car. The Executor's actions consist in allowing the User to freely use the car, in accordance with the operation manual, traffic rules.

**The "waiting", "parking" mode** - is a set of actions done by the User aimed at turning off the engine, leaving the car and closing the car with the purpose of further use of the car by the same User again. The Executor's actions consist in the giving opportunity to the User to lock the car, keeping the car at the User's disposal for the period while the car is in this mode, and depriving other persons of the opportunity to order (book) the given car during the period of the car being in the "waiting", "parking" mode.

**The "transfer" mode** - is a set of actions performed by the User aimed at closing the car, leaving it in a place where it is not possible (not allowed) to turn on the "end" mode. The car remains for the purpose of making it available to other users for ride. The Executor's actions consist in allowing the User to lock the car, transfer the car to the status of "access for rental for other users", in places where it is impossible (not allowed) to "end" the ride done via service.

**The "end" mode** - a set of actions done by the User aimed at completing the ride, consists in following the recommendation specified in the App, leaving the car in a permissible place (end zone) in accordance with traffic rules, turning off the engine and all lighting devices, closing the windows, shifting the gearbox lever to the "P" position (for automatic gearboxes) or to gear (in manual gearboxes). The Executor's actions consist of giving the User opportunity to lock the car and leave the car, end the trip and make a settlement with the Executor for the completed trip.

**An account** - is a set of data about the User contained in the electronic system and on the server, allowing the User to use the service and the App. The specified data includes payment details, incomplete data of payment cards (card masks), data of the User's passport and driver's license, phone number, e-mail, etc. The User has the right to access the data through the mobile application and the Executor's website.

**Property and documents in the car** - things accompanying the car, including those that are its standard or additional equipment, documents, etc. The specified property can include, in particular: car registration documents (certificate of registration), TPL policy, wires for charging mobile devices, holders for mobile phones, brushes for clearing snow, number plates, spare wheel, jack and cylinder key, covers for seats and steering wheel, car keys, etc.

**The site** - is a set of data about the service, the Executor, contained on the server and presented on the Internet at the following email address: [www.getmancar.com.ua](http://www.getmancar.com.ua)

**Application, Mobile application, Getmancar application** - a program that can be installed on any person's smartphone and allows to register a person as a User and use the car sharing service.

**Payment card, bank card, card** - a bank card that uses one of the payment systems and that is attached (linked) by the User to his/her account, and according to the User's assertion, belongs to the User.

**A car** - is a passenger vehicle that is leased to the User under the terms of this contract.

**User registration on the website and/or in the Mobile Application** - is a set of actions of the person indicated on the Website and in the Getmancar Mobile Application regarding the entry of personal data, including passport data, driver's license data, phone numbers and e-mail addresses.

**"Approval" of the User** - is a procedure carried out by the Executor and includes the analysis of the data and documents submitted by the User, as well as receiving information from third parties about the User and making a decision by the Executor to provide or not provide the User with the opportunity to use the Getmancar car sharing service, use the car, use the site and the Getmancar mobile application on the terms of this Agreement and the actual receipt by the person of the User's rights and obligations, according to the terms of this Agreement.

**Device** – phone, smartphone, tablet, other electronic device on which the Getmancar mobile application can be installed and can function.

**Getmancar service** – the scope of services provided by the Executor to the User, including informational electronic services and rights to use the site, Getmancar mobile application, car rental, car sharing.

**Support service** - employees of the Executor, third parties cooperating with the Executor under contracts, who provide consultations and resolve issues related to the use of the service, cases of car damage, assistance to the User by phone, e-mail, messengers, other means of communication specified on the website and /or in the Getmancar Mobile App.

**Messengers** - are programs that are installed on a person's device and allow voice and text communication, including public channels (public accounts) of the Executor, including but not limited to: viber, telegram, facebook messenger.

**DIYA**– a program in the form of a mobile application, which contains the data of a person's documents, replaces paper documents.

**BankID** - is a service introduced by the National Bank of Ukraine that allows you to receive data, transfer and share data about people who have accounts in commercial and state banks.

**Signing a contract, agreeing to the terms of the service** - a set of actions performed by a person who wants to become a User, directed to registration, authorization in the service, adding documents, payment cards, making a trip or actions directed to making a trip (booking, electronic execution of an act of acceptance vehicle transmission). Taking any action is a fact of signing and agreeing to the terms of this Agreement.

**Signing changes to the contract, a new version of the contract** - is a set of actions of the User, which consists in using the service, including completing registration, carrying out authorization, adding (tying) payment cards, making a trip or actions directed

## **2. Subject of the contract**

2.1. The Executor grants the User the right to use the Getmancar website, mobile application and car sharing service. The use of the mobile application and the site is possible only to the extent available for a certain level of admission of the person (without registration or without logging into the account, registration, after registration).

2.2. In accordance with this Agreement, the Executor provides and the User receives the right to use car rental services, including per minute.

## **3. General provisions**

3.1 By joining (signing) this Agreement, the User unconditionally confirms that he/she:

3.1.1 speaks Ukrainian, Russian and/or English at a level sufficient to read and understand the content and meaning of this Agreement, website, mobile application;

3.1.2 has realized the significance and meaning of this Agreement, fully agrees with its content, conditions and accepts it without any reservations, conditions, exclusions and undertakes to fulfill the requirements established by this Agreement,

3.1.3 agrees to the placement of any equipment in the Vehicle that allows tracking and recording the exact coordinates of the Vehicle, as well as the violation of obligations under the Agreement by the driver and/or passengers of the Vehicle.

3.2. This Agreement is subject to the provisions of the Constitution of Ukraine, the Civil and Economic Codes of Ukraine, the Laws of Ukraine "On Electronic Commerce", "On International Law", "On

Protection of Consumer Rights", "On Advertising", "On Electronic Documents and Electronic Document Management", "About electronic digital signature", "About protection of personal data", "About payment systems and money transfer in Ukraine", "About protection of information in information and telecommunication systems".

3.3. The parties have agreed that this transaction is electronic, in accordance with the provisions of the current legislation of Ukraine.

3.4. Installing the Mobile Application, providing the data necessary for registration as a User on the website and/or in the Getmancar Mobile Application, is considered the person's approval of the terms of this Agreement in full and the intention to use car sharing and car rental services in accordance with the terms of this Agreement.

#### **4. Registration and authorization of a person by the User**

4.1. A person can use the Getmancar website and mobile application, but cannot use the service for travel until the User registers in the service and the account of such a person is "approved" by the Getmancar service.

4.2. The use of the car sharing service through the Getmancar Mobile Application is possible only under the condition of User Registration and Authorization on the Site or in the Mobile Application performed in the sequence established by this Agreement, the Site and the Getmancar Mobile Application.

4.3. To register in the Getmancar Mobile Application, an individual person:

4.3.1. independently downloads the Getmancar Application to the Device using the AppStore (itunes.apple.com), or Google Play (play.google.com), or Huawei App Gallery (<https://consumer.huawei.com/ua/mobileservices/appgallery>) on the Internet.

4.3.2. Logs into the Mobile application, including at the beginning of registration, by:

4.3.2.1. Receiving a one-time SMS password to the phone number specified during login

4.3.2.2. Receiving a unique link through messengers: viber, telegram, facebook, installed on the phone, and when such a person clicked the "share number" button in the messenger, and then returned to the Application using the unique link sent to the messenger

4.3.2.3. Entering the App via AppleID function in devices with iOS software.

4.3.3. In continuation of registration, the following person:

4.3.3.1. Accept the conditions of Offer Contract, putting the sign in a check-box and approve that he/she has driving license, that allows to drive a cars under 3,5 tons (category B) and that he/she is older than 18 years

4.3.3.2. Adds a photo or scanned copy, except the cases of registration with DIA or BankID service:

4.3.3.2.1. own driver's license (both sides);

4.3.3.2.2. a personal photo together with a passport or driver's license, open on the cover with a photo (selfie).

4.3.3.2.3. own passport: the first page with the photo and a page from the passport with a note on the last place of registration (residence). If the passport is in the form of a plastic card - the first circulation and additionally an extract about the place of registration;

4.3.3.3. When registering and using the "DYIA" and/or "BankID" services, the person adds the data indicated in paragraph 4.3.3.1 of this Agreement or a scan or photo copy, or datas of the documents specified in clause 4.3.3.2.1 and 4.3.3.2.2. of this Agreement, and also adds his own photo of the face (selfie).

4.3.3.4. The Executor can propose other way of registration according to the conditions of a country, citizenship, also easy way for registration that gives the opportunity to receive data or docs set in a clause 4.3.3.2. from User partly but gives the Executor possibility to identify the User.

4.3.3.5. Fill in the data: e-mail, promotional code (if available)

4.4. A person cannot (is not able to) complete or start Registration without accepting the terms of this Agreement as a whole by ticking the checkbox "I agree with the offer agreement and terms of service"

on the Site or in the Getmancar Mobile Application. Placing a check mark in the check box "I agree with the offer agreement and terms of service" and pressing the "continue" button in the Mobile application or on the Site is the actual signing of this Agreement by a person.

4.5. If the person is already registered in the service, then logging into the Mobile application with authorization in the personal record is carried out in accordance with clause 4.3.2. of this Agreement.

4.6. The functions of the Getmancar service, website and mobile application will not be provided in full until the moment of: complete registration (adding all the necessary data and documents specified in clause 4.3 of this Agreement), adding a payment card, "approving" the account. From the moment of "approval" of the account, the person becomes a User, having received full access to the functions of the Getmancar service, in accordance with the terms of the service.

4.7. After the person has provided the data necessary for registration, which is specified in this Agreement, the Executor shall verify the person and the data and documents provided by him within 48 hours, and within the same period (term) based on the information provided by the person, received by the Executor from third parties, makes a decision on the possibility of admitting a person ("approval") and using the carsharing service (car rental) as a User or refusing. The Executor informs the person about the decision made in any convenient way for the Executor. If it is necessary to obtain additional verification of data, the term may be extended by the Executor unilaterally, and the person shall be notified of this by the Executor.

4.8. If a person provides inaccurate or unreadable information during registration, or the Executor has reason to believe that the information provided by the person is inaccurate, the Executor has the right to block or limit such person's access to and use of the Getmancar Services, Site and Application. In addition, the Executor has the right to refuse such a person further or new registration without explaining the reasons at any stage.

4.9. From the moment the account data verification is completed and the Executor sends the person information about the decision on the possibility of using the personal service ("account approval") of car sharing (car rental), the Registration is considered complete (successful).

4.10. After the registration of the person, Authorization of the person on the Site or in the Getmancar Mobile Application and use of the Getmancar Service in full is carried out by the method specified in clause 4.3.2. of this Agreement.

4.11. After the end of registration, all calls, applications using the messenger, to the Support Service are made by the User from the mobile phone number specified when filling out the questionnaire, or from another phone number, provided that the User provides additional data at the request of the Support Service employee, and applications to e-mail are made from the post office specified by the User during his registration or transmitted through the "DYIA" or "BankID" services.

4.12. The User can change the mobile phone number specified by him/her during registration by contacting the Support Service at the address [info@getmancar.com](mailto:info@getmancar.com), using the e-mail address that was specified during registration (in this case, the User provides the operator of the Support Service with the control information provided for in this Agreement ).

4.13. In case of successful completion of the Registration process on the Site or in the Getmancar Application, the person must link (enter data) to the Getmancar Service his/her bank cards, which are automatically integrated with the Getmancar Service. Funds will be debited from the specified bank cards to account for the payments provided for in this Agreement. It is allowed to use bank cards of only those payment systems that are indicated on the Site and in the Getmancar Application. All payment cards must be able to make online payments. The ability to make online payments is provided by the User independently through the issuing bank of the bank card. Funds for the payments provided for in this Agreement may be debited by the Executor in case of insufficient funds on the card or impossibility of debiting from the main bank card indicated (selected) and linked by the User to the Getmancar Service. Debiting can be carried out from any cards linked by the User to the Getmancar Service. The User has the right to link only those bank cards that he is the owner of, in case of non-fulfillment of this condition, the User is obliged to reimburse all debits to the actual card owner at his own expense.

4.14. When the User links each bank card, the positive balance on the User's bank card is checked, for which a sum of money in the amount of 1 (one) hryvnia 00 kopecks is debited, with their subsequent return to the bank card itself within 24 hours from the moment of debiting.

## **5. Rights and obligations of the parties**

5.1. The user is obliged to:

5.1.1. keep confidential the one-time password, as well as other data that can be used to access the Getmancar Services, Site or Application on behalf of the User. In case of loss of the phone number, disclosure of the password and/or if there are circumstances to believe that these data (as well as other data) have been acquired by a third party, the User is obliged, using the contact data specified by him/her during registration, to submit a request to the Executor (by sending to the User's e-mail address [info@getmancar.com](mailto:info@getmancar.com), or by contacting the Support Service by phone, via messenger) about blocking access to the account. The request to block access to the personal account is considered by the Executor as soon as possible, but no longer than within 1 (one) working day from the day the User sends the corresponding request. All risks arising from the User's non-fulfillment of this obligation rest entirely with the User, as well as the risks of adverse consequences caused by a third party obtaining a one-time password and other data with the help of which access to the Services, the Site or the Application can be obtained Getmancar on behalf of the User by a third party.

5.1.2. bear responsibility for non-fulfillment or improper fulfillment of the requirements and conditions set forth in this Agreement, and also understands all the consequences of his actions on Registration, use of the Services of the Site and the Getmancar Mobile Application;

5.1.3. provide the Executor with complete, valid and reliable data (including personal data) when registering on the website or in the Getmancar Mobile Application;

5.1.4. meet all the requirements imposed on the User by this Agreement, in particular, have the right to drive vehicles in accordance with the requirements of the current legislation of Ukraine, have no contraindications for driving vehicles provided for by the current legislation, be at least 18 (eighteen) years old, and driving license with "B" category, meet the requirements set by the current legislation of Ukraine for a person who has the right to drive vehicles. These requirements for the User are not exhaustive;

5.1.5. to compensate the amount of losses (damages) caused to the Executor as a result of the User's violation of any guarantees or obligations under this Agreement. The amount of loss (damage) is determined by the Executor himself/herself unilaterally or with the help of an assessment of a maintenance station, an expert and/or an appraiser or an insurance company. The User unconditionally agrees to compensate the Executor for losses (damages) determined in accordance with the terms of this clause of this Agreement within 7 (seven) days from the day the Executor sends the corresponding demand to the User, including, but not exclusively, by sending the demand to the User's e-mail. The Executor at his/her own discretion, chooses the way of assessing the amount of damages (damages), which the User unconditionally agrees with;

5.1.6. familiarize yourself with the terms of this Agreement before ticking the check box "I agree with the offer agreement and terms of service" on the Site or in the Getmancar Application. The User, who do not familiarize himself/herself with the terms of this Agreement in a timely manner and/or do not fully familiarize himself/herself with the terms of this Agreement, assumes all risks related to this;

5.1.7. to perform Registration only personally and do not to perform registration on behalf of another person, in the interests of a third person or to transfer registration data to third parties;

5.1.8. use, link (add) to the Site, Mobile Application and Getmancar Service bank cards that belong exclusively to the User personally;

5.1.9. independently ensure the appropriate speed of the Internet connection of the Devices for using the Site and the Mobile application;

5.1.10. before using the Services of the Site and the Getmancar Mobile Application, make sure that his/her Device has the necessary characteristics for this. All issues of purchasing (receiving) access

rights to the Internet, purchasing and installing relevant Devices and software products for this purpose are decided by the User independently and at his own expense and are not subject to the scope of this Agreement;

5.1.11. independently monitor (track) changes to the terms of this Agreement on the Site and/or in the Getmancar Mobile Application;

5.1.12. not to use any technologies and not to take any actions that may harm the Site and the Getmancar Mobile Application, the interests and property of the Executor;

5.1.13. take the actions provided for in this Agreement aimed at using the car and concluding this Agreement, joining its terms;

5.1.14. to settle claims and lawsuits on their own and at their own expense, and compensate the Executor for losses (damages) in full, caused by the User's non-compliance with the terms of this Agreement, and/or violation of traffic laws and/or current legislation of Ukraine;

5.1.15. notify the Executor, as soon as possible, but no later than the next day, about a change in the mobile phone number, e-mail address and other data (passport data, driver's license, place of registration, etc.) specified by the User during registration. The user bears all the risks of adverse consequences associated with the absence of such notification;

5.1.16. to provide the Executor, in the manner specified in this Agreement and its Appendices, when a person joins this Agreement (conclusion of the Agreement), a photo of his/her driver's license (both sides), his/her passport (the first page and the registration page and/or all pages with data) , other documents and information requested by the Executor;

5.1.17. to sign (electronically) every time a car is accepted for ride, the drop of Act of the car using the functionality of the Getmancar Application in order to receive the car and start the ride;

5.1.18. use the Vehicle in strict accordance with this Agreement, instructions and recommendations of the Executor, including the Support Service, take all possible measures to prevent damage to the Vehicle and carry out normal wear and tear of the Vehicle;

5.1.19. to control the Car on his/her own (only personally). It is prohibited to transfer control of the Vehicle to third parties under your account (account);

5.1.20. to ensure the preservation of the Vehicle, the Property in the Vehicle and the Documents in the Vehicle from the moment of acceptance of the Vehicle in accordance with the terms of this Agreement;

5.1.21. comply with traffic regulations and other requirements of the current legislation of Ukraine when using the Vehicle;

5.1.22. in a timely manner, in accordance with the terms of this Agreement, make any payments provided for in the Agreement, ensure the balance of funds on the bank card in the amount sufficient to make all payments provided for in this Agreement;

5.1.23. after the end of the use of the Car, return it to the Executor in a proper technical condition no worse than when the Car was accepted by the User in the manner stipulated by this Agreement;

5.1.24. carry with you all the necessary permits and documents (including passport, driver's license, etc.) that the User may need (be asked to present) in accordance with the current legislation of Ukraine when using a car and the Getmancar Service;

5.1.25. after the end of use, leave the Car in accordance with this Agreement, with all Property and all Documents that were in the Car when the User start the ride of the Car, or should have been in the Car in accordance with the terms of this Agreement and/or the current legislation of Ukraine, if the User was not notified of their absence and/or damage by the Executor upon acceptance of the Car for ride. In the event that the intended place of leaving the Vehicle does not have access to the GPS system and/or to the Internet and/or to mobile communication networks, the User undertakes to park the Vehicle in a place where there is access to the GPS system and/or to the Internet and/or to mobile networks.

5.1.26. top up the fuel level in the Vehicle in the cases and in the order stipulated by this Agreement. Do not allow to finish a carsharing (rental) ride if the Car has a minimum fuel level indicator and/or

the User has received an sms, push-message, there is an indication of the need to refuel the Car in the Getmancar Application (any message separately and/ or any combination of messages);

5.1.27. unconditionally cover in full all losses (damage) caused by damage to the Car, if the User did not register the road accident and/or Damage to the Car with the police authorities (without leaving the scene of the accident and/or the place of Damage to the Car) and/or did not report the fact, place, time and circumstances of the road accident and/or Damage to the Executor's Car immediately after the User knows about it.

5.1.28. pay to the Executor the cost of repairing the car, in accordance with the assessment method specified in Clause 5.1.5 of this Agreement, when damage is detected by the Executor and/or the Next User, the police and/or other competent authority, in the event that such damage was not reported to Support services and such damages are not recorded by the police, other competent authorities (registered in accordance with the Law), in accordance with the procedure provided for in the terms of this Agreement.

5.1.29. to use, switch to a special tariff that reduces liability in the event of damage;

5.1.30. switch to a special tariff and/or bear additional responsibility in accordance with this Agreement and insurance conditions, if, based on the provisions of this Agreement, the Executor makes a decision to provide the Getmancar Service to a User who does not meet the requirements established by the User Agreement in terms of age and/or driving experience;

5.1.31. strictly comply with the requirements of all signs, instructions, information plates that are in the Vehicle, marked on it, as well as on the Site and in the Getmancar mobile application. All risks of adverse consequences associated with the User's violation of the specified obligation shall be borne by the User;

5.1.32. upon detection of visible damage of the Car (both exterior and interior, including interior pollution), as well as upon detection of loss or damage to Property and/or Documents that are in the Car or should be in the Car, before the start of using the Car and the User's signing of the act of receiving and handing over the Car (carried out electronically in the Getmancar Application), report this to the Executor's Support Service and send a photo of the damage or contamination of the Car using the functionality of the Getmancar Application. In case of non-fulfillment of the specified obligation by the User, it is considered that the User accepted the Car without damage, in proper technical condition with all Property and Documents, and the User does not have the right to refer to the fact that such losses, defects, damage, pollution occurred before from the start of the User's use of the Vehicle and until the latter, the liability and fines provided for in this Agreement may be applied;

5.1.33. arrange the acceptance and transfer of the car in accordance with section 11 of this Agreement;

5.1.34. take all measures provided for in Section 17 of this Agreement, and immediately notify the Support Service (from the scene) in the event of an accident and/or Damage to the Vehicle, theft of Property and/or Documents, disappearance (theft, hijacking, evacuation, etc.) of the Vehicle;

5.1.35. immediately notify the Executor (Support Service) and take all possible and User-dependent measures, in case of evacuation of the Car during the period of use (valid rental, car sharing ride), as well as after the end of the trip (rental, car sharing ride), if the threat of evacuation and/or evacuation has arisen in connection with the actions (inaction) of the User. Ensure your participation in drawing up a protocol on an administrative offense, if necessary. The User is obliged to ensure, as well as to take all possible measures dependent on him/her, to ensure the return of the Vehicle from the specialized (penalty) parking lot independently and at his own expense and to leave it, observing the requirements of this Agreement. If the Car is returned by the Executor's employees, the User shall fully compensate the Executor for all expenses incurred by the Executor for evacuating the Car, paying for keeping the car in a specialized (fine) parking lot, administration, and also providing the Executor with all the necessary documents for the return of the Car on the spot and time specified by the Executor in the message sent to the User.

5.1.36. stop driving immediately, if necessary, turn on the emergency alarm and display an emergency stop sign, notify the Support Service and follow the instructions of the Support Service operator, in

case of any damage/flat tires of the Vehicle during its use, which excludes the possibility of further movement or threatens with more serious damage car tires;

5.1.37. in a timely manner, independently and at his/her own expense, ensure the availability of funds in the account of the User's mobile phone and/or other Device in an amount sufficient for using the mobile Internet, as well as for making incoming and outgoing calls when using the Getmancar Service;

5.1.38. to pay additional expenses related to the operation of the Vehicle and those not covered by the Executor in accordance with the terms of this Agreement, with their own funds, in particular, to pay for the movement of the Vehicle on toll roads, parking in paid parking lots (parking lots), etc.;

5.1.39. upon any request of the User to the Support Service, immediately provide control information at the request of the Support Service operator, namely:

5.1.39.1. series, number and date of issue of the User's passport, driver's license

5.1.39.2. the date of the User's registration in the Getmancar service

5.1.39.3. date of birth of the User

5.1.39.4. the first or last four digits of any User's bank card linked to the service

5.1.39.5. e-mail address, registration

5.1.40. independently ensure the connection of the SMS notification service about debits from the card through the issuing bank of the bank card and independently monitor the specified debits;

5.1.41. to comply with other provisions of the current legislation of Ukraine, the provisions of this Agreement and the legal requirements of the Executor

5.2. The User does not have the right to:

5.2.1. make any improvements/deteriorations in the Car, change any technical characteristics, install (dismantle) any equipment, devices in the Car, carry out repairs (regardless of the degree of complexity) or arrange for them to be carried out by third parties, if such actions are not agreed upon with the Support Service in cases clearly stipulated by the Agreement;

5.2.2. dispose of the Car in any way (including transfer for use and/or sublease, pledge, sell, etc.), as well as transfer your rights under this Agreement to any third parties, allow third parties to drive the car.

5.3. The user has the right to:

5.3.1. require the Executor to fulfill his obligations under this Agreement;

5.3.2. use the Getmancar Service, use a carsharing (rental) Car in accordance with the terms of the Agreement and the requirements of the current legislation of Ukraine;

5.3.3. refuel the level of fuel tank of an authorized brand, without using the Getmancar service fuel card (only in cases of its breakdown or absence), on your own initiative (with prior approval from the Support Service) and at your own expense in accordance with the rules provided for in the Agreement.

The Executor has the right to compensate the User for the cost of such gas stations by providing and charging amount to balance account (balance amount can be used in the Getmancar service);

5.3.4. to pay an additional tariff that excludes the application or reduces the amount of liability in the event of a road accident and/or Vehicle Damage, if such a service is offered by the Executor.

5.4. The Executor is obliged to:

5.4.1. to provide the User a Car with the Documents located in the Car or in electronic form in the Getmancar mobile application or transferred by other legal means, including through messengers, photos, etc., and Property located in the Car. Acceptance-handover of the Vehicle is executed in accordance with Section 11 of this Agreement;

5.4.2. to bear the costs of maintaining the Car, user civil liability insurance (TPL), as well as other costs arising in connection with its normal operation for the purpose provided for in this Agreement;

5.4.3. provide refueling of the Vehicle with fuel and lubricants at its own expense, in the event that the tariff plan provides for the use of the vehicle with compensation for fuel consumption by the Executor or compensate the User for the cost of fuel, which was previously paid by the User with

his/her own funds and in accordance with the terms of the Agreement with a prior, separate, agreement with the Executor;

5.4.4. make settlements with the User in accordance with the actually provided service and/or additional services, fines, costs, etc., provided for by the Agreement, current legislation, decisions of the relevant competent authorities;

5.4.5. provide the calculation of the cost of trips to the User using a personal account on the Site or in the Getmancar Mobile application.

5.4.6. notify the User of the fact of debiting him/her of funds in all cases by displaying the relevant information in the mobile application or on the website, in the personal account, or in another convenient way, including by phone, e-mail, sms, etc.

5.5. The Executor has the right to:

5.5.1. to refuse registration, as well as not to conclude an Agreement with a person who does not meet the requirements specified in this Agreement, as well as in the event that the Executor has reason to believe that the person who has registered may violate this Agreement;

5.5.2. change this Agreement unilaterally. At the same time, the Executor informs the User about such changes by posting a new version of the Offer Agreement on the Site, in the Getmancar mobile application, including as a link. In addition, the Executor has the right to send a notification about the change of the Agreement and/or the publication of a new version via: sms, email, Getmancar mobile application. A new edition of this Agreement or changes shall enter into force from the moment of their posting on the Site or in the Getmancar Mobile Application. The user accepts the new conditions or a new version of the Agreement by any of the following actions: adding a bank card, starting a trip, completing registration, or by clicking the "acquainted" button in the Getmancar mobile application;

5.5.3. send the User any messages, information and mailings in any format, provided that their content meets the requirements of the current legislation of Ukraine and the terms of service;

5.5.4. require from the User to fulfill his obligations under this Agreement;

5.5.5. debit funds from the User's bank card to pay the User's financial obligations to the Executor in accordance with this Agreement, including, in the cases stipulated by this Agreement, in a non-acceptance manner (without obtaining the User's additional consent);

5.5.6. carry out video and electronic surveillance in the Vehicle, including obtaining information about the state of the Vehicle's sensors;

5.5.7. determine, change the procedure and rules of using the Getmancar Service and using Cars in compliance with the procedure provided for in this Agreement;

5.5.8. to control the preservation of the Vehicle and the technical condition of the Vehicle;

5.5.9. stop providing the Getmancar Service to the User and, if possible, provide the latter with an alternative Car, if there are grounds to assume that further use of the Car carries the risk of its damage, or the risk of harming the life and health of the User and/or third parties;

5.5.10. conduct various advertising and marketing campaigns with the posting of the rules and conditions of such campaigns on the Site or in the Getmancar Application;

5.5.11. block the possibility of using the Getmancar Service in whole or in part, in case of suspicion of the User's integrity (in particular, suspicion of attempted theft/theft of the Car, impossibility of debiting funds for the services provided or insufficient funds, etc.);

5.5.12. block the provision of services and demand the immediate return of the car in case of mistrust of the User on the part of the Executor;

5.5.13. to set a limit on the amount of fuel to be filled in the Vehicle using a fuel card;

5.5.14. to transfer the right to claim debts incurred by the User under this Agreement to the Executor to any third person (persons), in accordance with the current legislation of Ukraine, without the User's consent to such a transfer, but with the subsequent notification of the User about such a transfer;

5.5.15. make outgoing calls to the User and send him voice and other messages containing information about the state of debt, other information related to the provision of the Getmancar Service, information about changes to the terms of the Agreement (including tariffs), about new services,

news, as well as advertising messages to the User's mobile phone number specified during registration (or to other numbers notified by the User to the Contractor under the terms of this Agreement), as well as to send all the above information to the e-mail address specified during registration (or to another e-mail address notified by the User to the Executor under the terms of this Agreement);

5.5.16. to debit from the bank card attached (linked) by the User payments for the provision of the Service and provided for in the Agreement, at any time before the end of the car sharing (rental) ride in a non-acceptance manner (does not require additional consent of the User);

5.5.17. to check the balance of the card before the trip and during the trip, by temporarily blocking (freezing) funds in the amount necessary for making calculations, the User's rating and at the Executor's own conviction.

5.5.18. transfer the User to an increased tariff for the use of services unilaterally, in case of violation by the User of any condition of this Agreement.

5.5.19. other rights established by the Agreement and arising from the essence of obligations under the Agreement.

## **6. Procedure of calculations**

6.1. For using the Getmancar Service, the User pays the Executor a fee in accordance with the Tariffs and other terms of the Agreement.

6.2. Payment is made by non-acceptance (without additional approval) withdrawal of funds from the bank card added (linked) by the User to the service.

6.3. The cost of parking spaces included in the tariff is not paid by the User, and in case of leaving the car in other parking lots, including private parking lots, paid parking lots of shopping centers, airports, etc., they are paid by the User independently at the expense of the User.

6.4. In the case of changing the tariffs in the Getmancar service by the Executor, carried out during the use of the service by the User, the calculation of the cost for using the Car is carried out on the basis of the Tariffs that will be in effect at the time of the start of the ride (booking, start of the trip). The Executor has the right to count the final amount to whole amount not including cents raising the final payment.

6.5. Payments under the Agreement are made by debiting funds from the bank card added (linked) by the User. The Executor has the right to involve agents (payment systems, banks) in the process of accepting payments.

6.6. In case of insufficient funds or impossibility of debiting from the main bank card indicated (selected) and linked by the User to the Getmancar Service, the Executor may debit funds from any cards attached (linked) by the User to the account of payments provided for in the Agreement to the Getmancar Service;

6.7. Cash withdrawals are carried out in accordance with the terms and conditions of the service, at the discretion of the Executor, including, but not limited to:

6.7.1. in advance - in advance, at the start of the trip;

6.7.2. after payment - payment after the end of the trip, assignment of damage, fines;

6.7.3. during the trip - partial or full write-off for services provided during the period of use;

6.7.4. by blocking (freezing) funds (deposit) on the User's card connected (tied) to the service by the User and subsequent full or partial payment of services from the blocked amount, with the return to the User of the unused balance of the frozen (blocked) amount.

6.8. The Executor has the right to charge any payments due to the Executor from the bank card attached (linked) by the User to the Getmancar Service at any time, including before the carsharing (rental) ride ends.

6.9. The deposit (the amount that is blocked before the start of the first trip per day) is set and determined by the Executor as such, which corresponds to the level of security, sufficiency for the trip and the calculation of the services provided.

6.10. The Executor can unilaterally raise or lower the amount of blocking for each specific User, group of Users, depending on their rating and according to their beliefs.

6.11. Debit of funds is carried out in excess of the blocking amount, and the blocking amount is unlocked on the bank card attached (linked) by the User at 01 (first) hour 15 minutes of the next day, on the day of the trip and no earlier than the deadlines established by the relevant bank, payment system, etc.

6.12. The deposit amount is blocked only for the first trip per day, further trips are made without blocking amounts, but are possible if the User has a negative account balance in the Getmancar service.

6.13. In case of lack of funds on the User's card in excess of the blocked amount, debiting will be carried out from the moment of completion of the trip until 01 (first) hour 15 minutes of the day following the day of the trip. In such a case, the write-off is carried out by deducting the amount for the services provided from the blocked amount (deposit) and unblocking the balance on the User's account/card, while the unblocking will be carried out in accordance with the rules of the payment system, the Getmancar service and the bank. In the event that the amount of the trip and/or services provided is greater than the amount of the deposit, the amount of the deposit will be debited in full, and the unpaid balance will be shown as a negative amount on the User's account in the Getmancar mobile application or in the personal account on the Site.

6.14. The Executor informs the User about insufficient funds on the User's bank card by displaying the relevant information in the User's personal account on the Site or in the Getmancar Application (including, but not exclusively, by sending SMS and push notifications to the User), as well as when trying to use any which services within the Getmancar Service.

6.15. The User may be refused payment using a bank card in the cases provided for by the law and this Agreement, in particular, in the absence of a bank card option for making online payments, insufficient funds on the bank card, incorrect entry of bank card data, expiration of the bank card, blocking of the service from the side of the payment system, etc.

6.16. In the case of insufficient funds on the bank card, or the inability of the Executor to debit funds from the bank card for any other reasons, as well as in the event of the User's inability to fulfill any monetary obligation in favor of the Executor, the User undertakes to pay the cost in full carsharing (rental) of the Vehicle and other payments under this Agreement no later than 24 hours from the end of the carsharing (rental) ride of the Vehicle, but in any case within 24 hours from the moment the Executor sends the relevant request to the User by e-mail, including fines of authorized bodies , or costs incurred by the Executor in connection with the User's violation of the terms of this Agreement. Notifications of fines and expenses are sent by the Executor to the User to the e-mail address linked to the User's account. The Executor has the right to assign the User the status of a debtor and block his access to the Getmancar Service in full or in a separate part of it (the Executor shall notify the User of such blocking in any convenient way for the Executor), until the User fully repays the debt owed to the Executor.

6.17. The Executor has the right to send the relevant information (including the User's personal data) to the authorized bodies to bring the User to administrative and/or criminal liability, as well as to the organization that collects money in case of non-fulfillment of the User's payment obligations and/or the need identification of the driver, violator, witness, etc., by the relevant state or communal body, enterprise, organization, in accordance with the requirements of this Agreement and current legislation.

6.18. The User has the right to contact the Executor by e-mail at the e-mail address: [info@getmancar.com](mailto:info@getmancar.com) or by calling the Support Service in case of erroneous withdrawal of funds from the User's bank card. The Executor has the right to demand from the User a copy of the documents confirming the erroneous charge-off (account statements, passport, etc.). The Executor considers this application no longer than 10 (ten) working days and takes measures on it, except for cases when the User's funds were debited in accordance with the terms of this Agreement. Funds are returned to the User's bank account, from which the debit was made, within 2 (two) business days from the moment

of the decision, unless a longer period is established (by internal banking procedures). The procedure for returning funds is governed by the rules of international payment systems. Cash refunds are not allowed.

6.19. User's bank card data is stored directly by the Executor's payment collection agent (payment system). Payment is made in accordance with the Rules of international payment systems. Compliance with the confidentiality and security of payment using methods of verification, encryption and data transmission over closed communication channels is the responsibility of the agent of the Executor (payment system). The Executor does not accept, consider or satisfy the User's claims arising in connection with the breach by the Executor's agent (payment system) of the above obligations.

6.20. If the debit amount is less than 1 (one) hryvnia, the debit is made for the amount of 1 (one) hryvnia, while the actual amount of carsharing (car rental) services provided is credited to the Executor, and the rest (remaining, surrender) is credited to the User's bonus account and can be used during further use of the service.

## **7. Personal data**

7.1. The User consents the processing by the Executor of the personal data provided by the User (as well as received by the Executor from any third parties): full name, date, month and year of birth, place of birth, series and number of the identity document (passport or other document that replaces it), information about the address of registration at the place of residence, driver's license data, contact data, including (but not limited to) phone number, e-mail address, data on the presence (absence) of medical contraindications to the use of the vehicle, biometric data (photos), data about the place of work, position, as well as other personal data, and confirms that, by giving such consent, he/she is acting of his/her own free will and in his/her own interests.

7.2. Consent to the processing of personal data is given by the User for the purposes of concluding and executing this Agreement, providing additional services, participating in actions, surveys, researches introduced by the Executor (including, but not limited to, conducting surveys, researches using electronic, telephone and cellular communication), making decisions or carrying out other actions that generate legal consequences for the User or other persons, the User's understanding of information about the services provided by the Executor.

7.3. The processing of the User's personal data is carried out by the Executor to the extent necessary to achieve each of the above goals, in the following possible ways: collection, recording (including on electronic media), systematization, accumulation, storage, compilation of lists, labeling, clarification (updating, change), extraction, use, transmission (dissemination, provision, access), depersonalization, blocking, deletion, destruction, cross-border transfer of personal data, obtaining an image by photographing, as well as carrying out any other actions with the User's personal data, taking into account the current legislation of Ukraine. Processing is carried out both with the help of automation tools and without the use of such tools.

7.4. The User confirms that the consent given to them for the processing of personal data is valid indefinitely from the moment the User provides this data to the Executor.

7.5. The User has the right to withdraw his consent to the processing of personal data by submitting an appropriate written notice to the Executor at least 90 (ninety calendar) days before the withdrawal of consent, while the User acknowledges and understands that access to the use of the Services of the Site and the Getmancar Mobile Application, not will be provided by the Executor from the moment when the Executor lost the ability to process the User's personal data. A written application can be submitted by e-mail [info@getmancar.com](mailto:info@getmancar.com)

7.6. The user acknowledges and confirms that if it is necessary to provide personal data to a third party (including authorized state bodies) to achieve the above-mentioned goals, as well as when involving third parties in the performance of works (providing services) provided for in the Agreement, when transferred by the Executor functions and powers belonging to it to another person (assignment, including for considering the possibility of assignment and making a decision on transfer, debt

collection, etc.), the Executor has the right, without obtaining additional consent from the User, to disclose information about the User in order to carry out the above-mentioned actions to the necessary extent to such third parties, their agents and other persons authorized by them, as well as to present to such persons relevant documents containing such information, in compliance with the requirements of the current legislation of Ukraine.

7.7. The User acknowledges and confirms that consent to the processing of the User's personal data is deemed to be given by him to any third parties, subject to the relevant changes, and any such third parties have the right to process personal data based on this consent.

7.8. The User acknowledges and confirms that in the case of consideration by the Executor of issues of assignment (assignment) of the Executor's rights under contracts concluded with the User, consent to the transfer of the User's personal data and data under contracts concluded by the User to third parties - beneficial (potential) Assignees for their resolution of the issue of entering into an assignment agreement with the Executor - is considered to have been provided by the User to the Executor indisputably. In case the Executor assigns his rights under this contract, the Executor has the right not to send the User a notification about this.

7.9. The User gives his consent to receive from the Executor advertising messages containing advertising of goods and services sold by the Executor and/or his/her partners and/or other third parties, to his/her e-mail address and mobile phone number (including linked accounts in messengers WhatsApp, Viber, Telegram, etc.) indicated by the User during the registration process, as well as other e-mail addresses and mobile phone numbers (including linked accounts in the messengers WhatsApp, Viber, Telegram, etc.), notified by the User to the Executor, respectively to this Agreement. If the User applies to the Executor with a request to stop the distribution of advertising messages to his address, the Executor undertakes to immediately stop such distribution in relation to the User who made the corresponding request.

7.10. The User gives his consent to the withdrawal by the Executor or an agent (payment system) engaged by the Executor of funds from the User's bank card (the bank card indicated by the User) in order to repay any payments provided for in this Agreement in a non-acceptance manner, without obtaining the User's additional consent, in that including, in this way, the rewards for providing the Getmancar Service, fines, penalties, compensation for damages, the Executor's expenses arising in connection with non-fulfillment and/or improper fulfillment of the Agreement by the User, the amounts of additional and special tariffs (including subscription fees), the amounts franchises, other amounts in cases provided for by current legislation and this Agreement.

7.11. The User gives his/her consent for the Executor to make recordings of the User's conversations with the Executor's Support Service and to provide such recordings to third parties.

7.12. The User gives his consent for the Executor and/or its partners (payment systems) during the term of this Agreement to store the data of the User's bank account and/or bank card, within the limits permitted by law and necessary for making payments, with which the User makes payments Getmancar service.

7.13. The User has the right to request the deletion of their personal data and/or withdraw the right to process their data after the termination of this agreement and in cases provided for in clause 7.5 of this Agreement, with the exception of the following cases:

7.13.1. If the statute of limitations for legal or financial claims, established by law, has not expired.

7.13.2. If the User has any outstanding debt to the Service Provider for the services rendered, until such debt is fully repaid.

7.14. After the termination of the agreement or the fulfillment of all obligations, personal data will be stored for the period necessary to comply with legal obligations or until the statute of limitations expires.

## **8. Tariffs**

- 8.1. All tariffs are indicated in the national currency of Ukraine, the hryvnia. Tariffing takes place every second.
- 8.2. The tariff plan cannot be replaced by the Executor during the period of active use of the service by the User (actual use of the car), except for the cases provided for in this Agreement.
- 8.3. The User has the right to change the tariff during the trip, if such an option is implemented for such a tariff. At the same time, the old tariff will be canceled without returning the balance of money paid for it in advance, and the new one will be activated.
- 8.4. The tariff plan can be unilaterally changed by the Executor, in this case the old tariffs will not be valid, and will not be shown (displayed) in the mobile application and/or on the Site as valid, or will be shown as archive tariffs.
- 8.5. The tariff may be reduced or increased by the Executor in case of inconsistency of documents, age, driving record, other reasons regarding the User, about which the User is notified in a convenient way for the Executor. Also, the Executor can offer the User an individual tariff plan that is not provided for by the terms of the site and/or Getmancar mobile application. In this case, the parties agree on the tariff plan in a separate agreement, including by sending a separate agreement, a letter to the User's e-mail, placing an additional tariff in the Getmancar mobile application.
- 8.6. Tariffs can be per-minute, hourly, daily, with or without fuel, with or without limited liability in the event of car damage, with or without collateral. Tariffs can be limited (with a certain amount of mileage allowed per day, hour, period) and unlimited.
- 8.7. Some tariff plans exist based on the rules of the subscription, when the User pays the amount of the rental (subscription) ride, and additional services (mileage, minutes, exceeding the norms of mileage or minutes) are paid separately in accordance with the rules of this Agreement and the Getmancar Service.
- 8.8. The ride may include or exclude the cost of fuel, which is displayed in the tariff plans in the Getmancar mobile application and/or on the Site. In the event of a discrepancy between the tariffs on the Website and in the mobile application, the tariffs from the Application have priority.
- 8.9. "Paid reservation" - the price is indicated according to the package selected by the User, but not less than 0 (zero) UAH. 99 (ninety-nine) kopecks per minute. The tariff begins to operate when the User has exhausted the "free reservation" and/or the tariff selected by the User involves a paid reservation.
- 8.10. "Waiting" and/or "parking" - the cost of the service is set according to the tariff plan chosen by the User, but not less than 0.99 (ninety-nine) kopecks per minute. The tariff starts to apply if the User chooses the "waiting" function when parking the car. The "waiting" tariff will be charged automatically when the User puts the car in "transfer mode", and then the same User removes the car from the same mode, in this case the "waiting" tariff will be charged for the entire period of the car being in "transfer mode", according to the minute rate, excluding daily and other discounts.
- 8.11. "Transfer mode" - the cost of the service is determined in accordance with the current tariff plan. The calculation of the cost begins from the moment the car is put into "transfer mode" and until the moment the car is taken out of this mode by any User. In the event that the User, who put the car in "transfer mode", independently removes the car from "transfer mode", the entire time the car is in this mode will be charged at the "waiting" rate.
- 8.12. "Per-minute tariff" - the cost of the service is determined according to the tariff plan chosen by the User, payment is deducted based on the tariff per minute of car use or per minute and distance.
- 8.13. "Hourly tariff" - the cost of the service is determined according to the tariff plan chosen by the User. The ride price is charged for the ordered number of hours. Payment for distance may be charged additionally if the User has exaggerated the volume of included services, or the tariff provides for additional payment for distance.
- 8.14. "Daily tariff" - the cost of the service is paid according to the tariff plan chosen by the User. The ride price per day is charged in advance, and if the User wishes, after 24 (twenty-four) hours have passed since the start of using the car. If the car is used for less than 24 (twenty-four) hours, the payment is still charged for a full day, regardless of the period of car use. Payment for distance may

be charged additionally if the User has exaggerated the volume of included services, or the tariff provides for additional payment for distance.

8.15 "Promotional rate" is a rate marked with a special mark, including %, which is valid under special conditions specified in the Getmacar mobile application and/or on the Site.

8.16. "Deposit", "blocked amount" - the amount determined by the Executor depending on the User's rating and which can be blocked on the User's card at the time of the start of use, reservation of the car. The specified amount is unlocked and/or returned immediately after the trip is completed in accordance with the terms of this contract and the rules of the bank and payment system, in accordance with the conditions specified in Clause 6.11 of this Contract.

## **9. Use of the vehicle**

9.1. The use of the vehicle is allowed only within the designated zone (use zone) and in accordance with the tariff plan chosen by the User.

9.2. The start and end of carsharing (rental) ride is carried out in accordance with and only in the area permitted by this Agreement (trip end zone) and traffic rules. Traveling outside the territory in which the User is allowed to use the vehicle under this Agreement is strictly prohibited and is punishable by the imposition and collection of a fine.

9.3. Any use of the vehicle may be carried out only on paved roads and in accordance with the traffic rules.

9.4. It is not allowed to transfer control of the car to third parties under your account (account).

## **10. Car reservation**

10.1. To book a car, the User, who is authorized in the Mobile application, selects a car on the map, presses the "book" button, having previously selected the tariff by swiping (scrolling) the tariff marks to the right or left, at the bottom of the smartphone.

10.2. Reservations are made for a period of 20 (twenty) minutes free of charge, after 20 (twenty) minutes, the reservation becomes paid and is calculated at the "waiting" ("parking") rate, and if such a rate is not provided for the selected package, at rate 1 ( one ) UAH 00 kopecks per minute. At the same time, the tariff can be charged both as a charge for the reservation and as a charge for the "waiting" rate, which is automatically applied if 20 (twenty) minutes are exceeded and/or more than three reservations are made within 24 (twenty-four) hours;

10.3. To cancel the reservation, the User can click the "cancel" button in the Getmancar Mobile Application. Cancellation of the reservation is not charged.

10.4. Free reservation is provided 3 (three) times within 24 (twenty-four) hours from the previous reservation. After using three free reservations, within 24 hours, each subsequent reservation is paid by the User. Payment for such a reservation is made by automatically transferring the User to the "Waiting" tariff. The number of bookings is measured in times. The three reservations pop up regardless of the time period each of them was made for.

10.5. If the Car is reserved for 40 (forty) minutes or more, the Getmancar service will send a request to the User's payment card to block the amount of the deposit for the trip. If the required amount is blocked, the reservation will continue until the User and/or the Support Service disables the reservation or the User starts the trip. If there is no deposit amount on the card, the reservation will be canceled automatically, and the amount owed for the paid reservation will be debited from the card and/or displayed as a debt in the Getmancar mobile application and/or personal account on the Site.

10.6. The Support service has the right to unilaterally cancel the reservation if at least 40 minutes have passed since the reservation was made. At the same time, the Support Service tries to contact the

User. Cancellation is also possible if it is impossible to notify or contact the User. Cancellation of a reservation is the right, but not the obligation, of the Support Service.

10.7. In the case of the presence of the "reduction of liability" function, the reservation function is connected only from the moment of making a choice to engage or refuse to engage the "reduction of liability" function.

## **11. Car acceptance by the User**

11.1. Acceptance and drop of the Car to the service is carried out between the Executor and the User by drawing up an electronic act of acceptance, namely: photographing by the User of the car, existing damages, or the User's refusal to take a photo. The user is invited to take a photo of the car from 4 angles, the specified angles are marked in the mobile application. The number of photos is not limited to four and the User can take any number of photos.

11.2. The User accepts the car by inspecting the car and filling out the electronic act of acceptance by adding a photo through the Getmancar mobile application.

11.3. When receiving the car, the User has the right to refuse to accept the car if the car has significant damage, dirt, other reasons, about which the User is obliged to notify the Support Service in advance.

11.4. The User's refusal to draw up an electronic act of acceptance can be done by refusing to start or end the trip. At the same time, in case of refusal at the start of the trip, the trip cannot be started, in case of refusal at the end of the trip, the trip cannot be completed.

11.5. If damage is noticed on the car, which is not marked by the User with special stickers, the User must immediately notify the Executor by phone and/or via a mobile application.

11.6. In the event that at the start and/or end of carsharing ride, the User does not take photos of the Car, or photos taken from a different angle and/or it is not possible to determine the presence/absence of damage from the photo (the photo was taken from an invisible angle), the risk of the impossibility of proving the task of damage lies in full to the extent of the User.

11.7. If the User has technical difficulties with adding a photo, he/she must immediately send the a photo of the Car to Executor from the specified angles at the time of the start and end of the trip, via any messenger (viber, Telegram, Facebook messenger).

11.8. To receive the car, the User is admitted to the car, i.e. the car unlocks a doors will be unlocked. A free time set in the Mobile application is provided for the inspection of the car.

11.9. Acceptance of the Car, as well as the Documents and Property located in the Car, does not require the signing of any acts on paper (however, it requires the User to sign the act of receiving and handing over the Car in electronic form using the Getmancar Add-on functionality, which, by agreement of the Parties, is equivalent to before signing the acceptance-handover act on a paper medium), other documents, and is carried out by signing using a certain set of actions described in this Agreement, in the Getmancar Mobile Application;

## **12. Warming up the car**

12.1. The function is available in the cool season and/or in other seasons of the year according to the conclusions of the Executor.

12.2. The function can be connected by the User through the "settings" section in the Getmancar application, if this function is activated by the Executor in the service at this time of the year.

12.3. The function allows you to start the engine and warm up the car.

12.4. It is provided free of charge, except when the User starts driving the car during the operation of this function and/or the time for free warm-up of the Car has expired.

12.5. To start the trip, during warm-up, you need to press the "start trip" button, wait for the warm-up time to elapse, or start driving the car.

12.6. After the expiration of the free time for warming up the car, the User will be transferred to the use mode automatically.

### **13. Radar**

13.1. The function allows you to find free cars for ride in the radius specified by the User, inform the User about the availability of such cars and/or book a Car in the specified radius as soon as a free Car from carsharing (rental) appears.

13.2. When activating the function, the radius of its effect is selected in kilometers. The radius is calculated from the location point defined by geolocation.

13.3. When the function is activated, the action that must be performed after the car is detected is selected:

13.3.1. Message – sending a push message or sms to the User.

13.3.2. Automatic reservation of the car that will be found

13.4. In case of automatic car reservation and non-response to the reservation after the expiration of the free reservation (if any), the accrual and debiting of money for the paid reservation will begin, in accordance with Section 10 of this Agreement.

### **14. Completion of the trip by the User**

14.1. To complete the car sharing (rental, trip), the User should park (park, park) the car in a safe place allowed for parking vehicles in accordance with the traffic rules and the conditions set forth in this Agreement.

14.2. To complete the car sharing (rental) ride, the User turns off the engine by turning the key to unlock the instrument panel or presses the start/stop button (in Cars with factory keyless start), checks that the lights in the Car interior and outside (headlights, dimensions) are turned off, translates the mode of the automatic transmission to position "P" or leaves the car with a manual transmission in first gear, fully closes and checks the fact that all windows are fully closed, puts the car on the handbrake.

14.3. After the User has performed all actions specified in Clause 14.2 of this Agreement, the User leaves the Vehicle and closes the Vehicle door (closes it from the outside without locking it with the key) and presses the "finish" button in the mobile application, due to which the door is locked.

14.4. Upon completion of the car sharing (rental) ride, the Getmancar mobile application displays the calculation of the trip and offers to take a photo from certain angles to record the condition of the returning Car. At the end of the car sharing, the car closes. In the event that the Vehicle does not close, the User is obliged to notify the Executor of the specified circumstances and follow the instructions of the Support Service.

14.5. The car keys, OSACV policy, fuel card, car documents, other additional equipment remain in the car interior, namely, the keys in the ignition lock, documents and fuel card in the glove box, in a special place.

14.6. The User is considered to have returned the car (handed over, handed over the car), and the Executor is considered to have accepted the car from the moment when the next User and/or the Executor's employee, the Executor's authorized person, accepts the car. All defects and damage to the car until the actual acceptance of the car by the next User and/or an employee of the Executor, an authorized person of the Executor shall be borne by the previous User who left the car.

14.7 Trip completion occurs only in end zones (special areas on the map), usually displayed in purple (the color may be slightly changed depending on the user's smartphone settings, day or night theme selection).

14.8 Ending in another zone (not the end zone) cannot be done by the User, in this case the Getmancar mobile application will indicate the absence of a zone and offer to continue the trip, put the car in "transfer mode" or in "waiting" mode.

14.9 Completing in designated End Zones are free of charge and are not subject to any tariff, except when journeys are terminated in designated End Zones.

14.10 In the Getmancar mobile application, there are special end zones that are highlighted in a separate color, may have an additional mark (marker on the map), are highlighted in a separate color.

14.11 Special end zones – zones in which the trip can be terminated subject to special conditions, including paid end zones. These zones include:

14.12 Paid end zones - zones where an additional fee is charged for the end of the trip. In yellow (the color may vary depending on the User's mobile device settings, display theme selection, etc.), in or near the zone, on the map in the Getmancar mobile application, there is a mark with the amount that will be withheld at the end of the trip. By clicking (clicking) on the marker, you can learn more about the terms of end or get a link on the site for further viewing of the information.

14.13 End zones for electric vehicles - the zones are highlighted in green on the map in the Getmancar application. Completion of trips in these zones is free. Cars with other types of fuel can also be left in the specified zone, but in compliance with traffic regulations.

14.14 End zones for corporate Users are separate zones assigned a separate color and conditions. Zones are valid only for a certain range of users and cars.

## **15. Paid end zones**

15.1. Paid end zones are marked on the map in yellow with a marker indicating the amount that will be charged in addition to the amount of the trip when the trip ends in this zone. The Getmancar mobile application will additionally inform about the withdrawal of payment and give the right to continue the trip or leave the car here.

15.2. When User end the trip in these zones, a fee will be charged, in addition to the amount of the trip that took place.

15.3. The amount of payment is always indicated on the marker and is the same for all paid end zones.

15.4. The payment is charged only if the User started the trip in a normal end zone or zone of car usage, and complete the trip in a paid end zone.

15.5. The payment paid by the User for completing a trip in a paid end zone will be returned to the User's bonus account if, within 24 hours, he/she makes a trip from any paid end zone in any service car to a regular termination zone.

15.6. If the trip is made by the User from a paid end zone to another paid end zone, the payment for the termination of the trip is not charged, and if the trip was made during the period when the User was supposed to be credited with bonuses, they will not be credited until the car is moved by the User and the trip is completed in the usual zone (free end zone).

15.7. If the User takes any car in the paid end zone and leaves it in the usual one (free zone), while the User has not had a period in which bonuses can be accrued, the User will be credited with bonuses in the amount of 50% of the trip termination cost in the paid end zone, as a bonus for helping the service.

## **16. Selfie scenario**

16.1. The function allows additional identification of the User at the start of the trip, before starting the car engine, etc.

16.2. The function of selfie scenario is activated at the beginning of the trip after drawing up the act of acceptance, in electronic form or during the period of use, after exiting the waiting mode.

16.3. The work of the function consists in offering the User to take a selfie (own photo), after which the artificial intelligence algorithm compares the User's photo with the selfie photo taken during registration and/or other photo-selfies taken by the User in the service.

16.4. Starting the car will be unlocked after recognizing the User's face, unless another setting is set by the Executor.

16.5. The selfie function of the script is based on artificial intelligence, therefore, according to the algorithm, the intelligence can connect the specified function at any time. The feature never engages while the vehicle is in motion.

16.6. If the User's photo is not recognized, the system can automatically block the possibility of making a trip.

16.7. Running a selfie scenario, blocking the car, engine, etc., is the right, but not the obligation, of the Executor. Admission and unlocking of the car cannot indicate that the Executor is 100% convinced of the admission of the proper driver to the car. The risk of allowing third parties into the car remains with the User.

16.8. The user can refuse to take a selfie, in which case he will be prompted to complete the trip in accordance with the location of the car and the terms of this contract.

16.9. If the selfie was not recognized, the User has the right to take a second selfie or contact the Support Service for help.

16.10. The period of the selfie scenario is not charged for the User within 3 minutes.

16.11. Photo selfies of the scenario can be moderated by the Executor, his employees, personally.

16.12. Any actions aimed at changing the photo, manipulations done by third parties, with the purpose of using the User's account (account) for a trip, is considered fraud and illegal possession of the account (account), if it is done without the User's consent, and if with consent is a violation of the terms of this contract.

## **17. Actions of the User in case of Damaging the Car, road accident**

17.1. The terms of Damage, road accident are defined in section 1 of this Agreement.

17.2. Procedure of the User in case of damage to the Car, detection of damage to the Car, getting into a road accident:

17.2.1. stop the Car, not to leave the scene of the accident, damage to the Car, including not moving the Car and surrounding objects;

17.2.2. call the Getmancar's Support Service from the scene of the accident, damage or damage discovery, following the operator's instructions to call the police or the relevant competent authority;

17.2.3. record and transfer the data of other accident participants: car numbers, car brands and models, the driver's full name, his contact information, the series and number of the TPL policy of other accident participants to the Getmancar's Support service employee;

17.2.4. at the request of the Support Service, take a photo of the damage and the place of the road accident, damage;

17.2.5. to issue, by drawing up the relevant documents, a case of damage upon the arrival of the police crew and undergo a medical examination for the state of alcohol or drug intoxication.

17.2.6. wait for the tow truck and/or Service representative, insurer, other persons and competent authorities to arrive;

17.2.7. hand over all documents on the case of damage to the Executor, no later than the next day.

17.2.8. Reimbursement of the "limitation of liability" amount and other non-reimbursable expenses and/or if the damage was caused in violation of the terms of this Agreement.

17.3. The User's procedure in case of theft, illegal possession of the Car:

17.3.1. Immediately without leaving the scene of the accident, call the Getmancar's Support Service, following the instructions of the operator and staying on the spot, immediately notify the police by phone about the incident, call the police crew to the scene of the accident, or the relevant competent authority;

17.3.2. record and transfer witness data to an employee of the Getmancar's Support Service;

17.3.3. to issue, by writing up the relevant documents, a case of stolen upon the arrival of the police as instructed by the police;

17.3.4. hand over all documents about the case of abduction to the Executor, no later than the day after the accident.

17.3.5. Reimbursement of the "limitation of liability" amount and other non-reimbursable expenses and/or if the damage was caused in violation of the terms of this Agreement.

17.4. In case of violation of the order of actions, non-observance or non-performance of the actions specified in Clause. 17.2, 17.3, non-compliance or ignoring the instructions of the Support Service, the User agrees that all risks and losses, costs will be borne by him.

17.5. Violation of the order of actions and failure to take measures entails the imposition of fines and penalties on the User, specified in Section 21 of this Agreement.

17.6. In the event of an accident, theft/theft of the Car parts, occurrence of any case of Damage to the Car, the User is guided by the instructions of the Support Service of the Executor and the terms of this Agreement, takes measures to preserve the Car, immediately (at the first physical opportunity) independently reports this to the Support Service (in first of all), the police authorities, prepares and receives (including from the police authorities) the documents necessary and provided for by the current legislation of Ukraine and the Insurance Rules (except for cases when the Support Service, by sending a corresponding message, has given other instructions, if such instructions are not contradict the current legislation). The User undertakes to hand over the documents (originals) specified in this clause to the Executor. The user is strictly prohibited from recording the fact of an accident and/or vehicle damage without notifying the police authorities and without the participation of police officers, including by drawing up a European protocol with another participant (participants) of the accident;

17.7. The User is obliged to immediately (at the first opportunity) notify the Support Service about theft of the car/theft of parts, any Damage to the Car, malfunctions, breakdowns of the Car, road accidents, claims of third parties regarding the Car and about all circumstances that may result in damage to the Car, about the loss of the right to drive the Car, about the fact of loss or rendering unusable the Documents and Property in the Car, to report reliable information about the specified facts and to follow the instructions of the Executor (Support Service), as well as the requirements of current legislation;

## **18. Reduction of liability in case of damage to the car**

18.1. The User has the right to purchase, for a separate fee, from the Executor, an additional service, "reduction of liability", to reduce the amount of his/her liability to the Executor in case of any Damage to the Vehicle.

18.2. The reduction of liability does not allow the User to violate the terms of this Agreement, traffic regulations, current legislation and will not be used in the cases specified in clause 21.4 of this Agreement.

18.3. Reduction of liability is offered to the User by the Executor through the User's purchase of an additional service (option) at the beginning of the User's reservation of the car. If the User has disabled the "insurance" section in the menu of the Getmancar mobile application, the tariff for reducing liability will not be offered.

18.4. The liability reduction option offers a reduced amount of the User's financial participation in the reimbursement of the cost of car repairs in the event of an accident, Car Damage, etc. The tariff is specified as additional insurance (reduction of liability), is charged as a multiple of the fare for the trip, and in the event of switching the tariff mode (automatically or as a result of the User's actions), the "reduction of liability" tariff will continue to be in effect, according to the pricing of the tariff plan for the use of the Car to which it has been transferred trip.

18.5. Conditions under which the liability reduction option does not active:

18.5.1. The damage was done and/or detected during and/or after using the car, if the User did not send to the Executor, by adding in the Getmancar Application, photos, from all sides, of the car booked by the User, both before and after using the Car, or added the photos are taken from an angle from which it is impossible to look in detail at every single external detail of the Car and, as a result, to determine the presence or absence of damage.

18.5.2. Conditions provided for in Clause 21.4 of this Agreement.

18.6. Conditions, the combination of which may reduce the User's liability to the Executor:

18.6.1. Before the start of the trip, the User took and sent to the Executor, using the Getmancar application, photos of the car, which allow you to see in general every single external part of the Car, and those photos clearly show the external part of the car that was damaged in the event of an accident and/or damage to the Car, as well as clearly visible the absence of damage is visible before the start of the trip.

18.6.2. The User has performed all the actions specified in clause 17.2 of this Agreement.

18.6.3. There are no circumstances specified in clauses 18.5 and 21.4 of this Agreement.

## **19. Fuel**

19.1. The Car is filled with a certain amount of fuel, the data of which is displayed in the Getmancar Mobile Application and on the Car's instrument panel.

19.2. When using a car at a rate that does not include fuel in the carsharing (rental) price, the User undertakes to return the car with the same amount of fuel (increasing the level within the permissible volume of the fuel tank is allowed without further reimbursement of the cost of such an increase by the Executor) of the same brand.

19.3. The User is obliged to refuel the car only with the type of fuel recommended by the Executor and in the amount set by the Support Service.

19.4. In the case of using a car at a tariff that includes the cost of fuel in the carsharing (rental) price, when refueling the car at the User's expense and with prior separate approval of such refueling by the Executor, the funds are reimbursed to the User's balance account.

19.5. For each car refueling performed by the User in accordance with the conditions specified in the mobile application or on the Site and agreed with the Support Service, the Executor credits the User with 50 bonuses.

19.6. Bonuses and refunds are accrued within 24 working hours from the moment the User adds information about refueling to the relevant section and in the order determined by the Getmancar mobile application.

19.7. The user bears the risk and responsibility for refueling the car with fuel of another brand, including fuel that is not provided for this type of car. In this case, the cost of repairs and other costs (including, but not limited to, the cost of unsuitable fuel drained from the fuel tank and fuel system, the cost of detergents) will be reimbursed by the User in full.

19.8. When refueling the car, the User performs the following actions:

19.8.1. When refueling using a service fuel card:

19.8.1.1. Viewing the pin code of the card in the Getmancar mobile application in the "Refueling" section

19.8.1.2. Calls the Support Service regarding the required number of liters for refueling, type of fuel, etc.

19.8.1.3. Refuels at an accredited gas station specified in the Getmancar mobile application

19.8.1.4. Refuels the car.

19.8.1.5. Before driving the car, User takes a photo of the fuel receipt against the background of the car's instrument panel.

19.8.1.6. Sends the photo of receipt through the Getmancar mobile application.

19.8.2. When refueling at User's own expense:

19.8.2.1. Calls the Support Service regarding the number of liters for refueling, the type of fuel, a choice of a non-accredited gas station.

19.8.2.2. Receives permission and recommendations from the Support Service

19.8.2.3. Refuels the car.

19.8.2.4. Before driving the car, User takes a photo of the fuel receipt against the background of the car's instrument panel.

19.8.2.5. Sends the photo through the Getmancar mobile application.

## **20. Transfer mode**

20.1. It is used only within the carsharing usage zone, but beyond the carsharing end zone.

20.2. When leaving the carsharing end zone and/or being outside the end zone, pressing the "End" button, User will lead to an offer to end the trip in another place, transfer the car to the paid "waiting" mode, transfer the car to the paid "transfer" mode.

20.3. When the car is put into "transfer" mode, it is possible to lock the car, but the car will become available for ride to other users and will be marked in a different color on the map.

20.4. Until the car is booked by another User, the User who put the car in "transfer" mode will be charged for each minute of "transfer" mode according to the tariff set in the mobile application and/or on the Site, but not less than - 0 (zero) UAH 30 kopecks for each minute. Other cars will not be available to the renter until the car left by User in the "transfer" mode is booked by another person.

20.5. Removing a car from the "transfer" mode takes place in the same way as renting or booking another service car, but:

20.5.1. In the event that the car is taken out of "transfer" mode by the same User who turned on the "transfer" mode, the time spent in the "transfer" mode will be calculated according to the tariff of the "waiting" mode.

20.5.2. After booking a car that was in "transfer" mode, any User cannot cancel the reservation, but can use the specified car for a trip and/or put it into a "transfer" mode at his own expense.

## **21. Liability of the parties**

21.1. The Parties are responsible for non-fulfillment or improper fulfillment of their obligations under the Agreement in accordance with the current legislation of Ukraine and this Agreement.

21.2. For non-fulfilment or improper fulfillment by the User of the terms of this Agreement, the User undertakes to pay fines in the amounts specified in clause 21.2.1 - 21.2.12 of this Agreement:

21.2.1. In the event of damage to a carsharing (rental) Vehicle, also in case

of an accident, which occurred regardless of the presence or absence of the fault of the User, the mutual fault of the User and others road traffic participant(s) and/or absence the guilty party, and proper registration of the damage in accordance with the terms of clause 17.2. subject to the mandatory condition of the absence of the circumstances set forth in Clause 21.4 of this Agreement, the User's liability is limited to the payment to the Executor of the "restriction of liability amount" in the following amount:

21.2.1.1. 30,000 (thirty thousand) hryvnias 00 kopecks, if the total amount of damage does not exceed 70,000 (seventy thousand) hryvnias;

21.2.1.2. If the amount of damage exceeds 70,000 (seventy thousand) hryvnias, then the limit of liability is 30,000 (thirty thousand) hryvnias 00 kopecks plus an additional 25% (twenty-five percent) of the amount of damage in the part that exceeds 70,000 (seventy thousand) hryvnias

21.2.1.3. 7,500 (seven thousand five hundred) hryvnias 00 kopecks, if the User has enabled the "reduction of liability" function in accordance with the procedure established by section 18 of this Agreement, there are no circumstances specified in clause 21.4 of this Agreement and the amount of damage does not exceed 70,000 (seventy thousand) hryvnias;

21.2.1.4. If the amount of damage exceeds 70,000 (seventy thousand) hryvnias, then the limit of liability is 7,500 (seven thousand five hundred) hryvnias 00 kopecks plus an additional 25% (twenty-five percent) of the amount of damage in the part that exceeds 70,000 (seventy thousand) hryvnias

21.2.2. The User pays the Executor a fine in the amount of 75,000 (seventy fifty thousand) hryvnias 00 kopecks, and also separately compensates the Executor for the damage (damage) caused to the Vehicle in full in the event of:

21.2.2.1. arbitrary disconnection, damage, interference with the equipment installed in the Car for the provision of carsharing services: devices, wiring, GPS;

21.2.2.2. interfering with the software, equipment, performing any intentional actions personally and/or with the involvement of third parties, directed to the incorrect operation of the software, the Getmancar mobile application, changing and incorrect calculation of the trip, displaying the geolocation of the car;

21.2.2.3. transferring the right to drive the Vehicle to any third party, using User's account, including using an invalid account or one registered to another person, conducting a training ride;

21.2.2.4. using the car in races, competitions, including making high-speed turns, races, at critical engine revolutions (red zone) and/or gearbox, driving off-road and/or on a road with no hard surface;

21.2.2.5. for using a Car while under the influence of alcohol or drugs, under the influence of drugs that impair (reduce) reaction and attention, in a sick or tired state, including committing a road accident, causing damage under the specified circumstances, and/or leaving the scene of an accident (disappearance and/or fleeing from the scene of an accident), leaving a damaged car;

21.2.2.6. for driving a car without a corresponding document allowing to drive the specified category of vehicle (category B), and/or not presenting the corresponding document at the request of the police, another competent authority, a person who is granted such a right, in accordance with the Law;

21.2.2.7. fraudulent actions consisting in specifying/providing by the User, during registration, unreliable, erroneous data, data of third parties, as well as connecting payment cards that do not belong to the User (except in the case of using a corporate account);

21.2.3. The User pays the Executor a fine in the amount of 5,000 (five thousand) hryvnias 00 kopecks and reimburses the costs and damage caused to the Vehicle (if any) in full:

21.2.3.1. when using the Vehicle for commercial purposes not provided for and/or prohibited by this Agreement, including taxi services, ride hailing (uber and similar), transportation of people, things, animals, delivery services (glovo, rocket and others);

21.2.3.2. when using the Vehicle (driving the Vehicle), as well as when leaving the Vehicle in "Waiting" mode outside the usage zone indicated in the Getmancar mobile application;

21.2.3.3. when evacuating the Car by the police and/or relevant services, parking inspections during parking, leaving the Car by the User during the active rental period and/or after the end of the trip (carsharing).

21.2.4. The User pays the Executor a fine in the amount of 2,000 (two thousand) hryvnias 00 kopecks and additionally reimburses the costs and damage caused to the Vehicle and the Executor (if any) in full:

21.2.4.1. at the end of the car sharing (rental) ride and leaving the Car in the territory to which there is no general access, in the territory of a closed or specialized parking lot, in the territory for which a permit is required for access, as well as leaving the Car in violation of the rules of the parking lot (parking).

21.2.4.2. in case of pollution of the Car interior, leaving garbage in the Car interior, as well as smoking (smoking) in the Car interior.

21.2.4.3. for refueling the Car according to the Executor's fuel card, if at the beginning of the carsharing (rental) the next User or the Executor himself/herself discovers a discrepancy between the mileage and the fuel used during the previous carsharing (rental) ride;

21.2.4.4. in case of loss or damage of the Documents in the Car, as well as state registration plates, property in the Car (except for state registration plates and a set of ignition keys)

21.2.5. At the end of the car sharing (rental) ride with the low fuel level indicator on, the User pays the Executor a fine of 500 (five hundred) hryvnias 00 kopecks;

21.2.6. When the User refuels the Car with fuel of a brand that does not correspond to that specified in this Agreement, if this led to the Car breaking down, the User, in addition to compensation for losses (damages) including, but not limited to, the costs of repairing the Car, shall pay the Executor a fine in the amount of 20 000 (twenty thousand) hryvnias 00 kopecks;

21.2.7. In the event that the User does not pay the debt in a timely manner (within twenty-four hours from the moment the Executor sends the relevant request to the User) due to insufficient funds on the bank card or for another reason, the User shall pay the Executor compensation in the amount of 1% of the unpaid amount for each overdue day

21.2.8. Regardless of the payment of the penalty, the User, who has violated the obligation provided for in the terms of this Agreement, compensates the Executor for the resulting losses in full;

21.2.9. Unless otherwise expressly provided for in this Agreement, the User shall compensate the Executor in full for all damages incurred by the Executor (including, but not limited to, lost profit), expenses incurred as a result of the User's violation of the current legislation of Ukraine and the provisions of this Agreement, including, but not limited to: fines, penalties, including imposed by authorities for violation of traffic rules, parking rules, other requirements of current legislation on road safety; losses (damage) related to the deterioration of the condition of the carsharing (rental) Car at the time of completion of the rent/ride by the User compared to the condition at the time of the start of the ride/rental, including due to abnormal wear; the costs of paying for the evacuation of the Car; costs for paying for the Car's stay in a specialized (penalty) parking lot; evaluator services; departure of the emergency commissioner to the scene of the accident; Legal Services; commission fee, which is charged by organizations (including credit organizations) upon payment by the Executor of funds constituting expenses in accordance with this clause; expenses related to claims of third parties in connection with the User's use of the car; monetary compensation for administration (including detection, processing, identification of the User and/or driver, formation and sending of a notice of violation to the User) of fines, compensation payments and other write-offs. Damages are compensated in addition to fines and penalties;

21.2.10. The Executor has the right, if the User is overdue for payment of payments stipulated by this Agreement for more than 24 hours, without any warning, to seize the Car from the User without paying any compensation and/or compensation, as well as to take measures to stop the use of the Car by the User without payment of any compensation and/or reimbursement.

21.2.11. Payment of all fines provided for in this Agreement is carried out in a non-acceptance manner by debiting the corresponding amount of money from any bank card of the User. At the User's written request, the Executor shall send to User copies of documents confirming the expenses incurred.

21.2.12. The User agrees that the Executor's expenses for the administration of fines (including those imposed by the authorities for violations of traffic rules, parking rules, other requirements of the current legislation on road safety), compensation payments and other write-offs amount to 20% (twenty percent) of the amount administrative fine, compensatory payment and other write-off;

21.2.13. The User bears the risk of theft, total loss, damage to the Car, its components, devices and/or equipment, damage to third parties, other vehicles or objects, including in the event of an accident - from the moment the car sharing (rental) ride starts and until its end, and in cases where the actions (inaction) of the User caused the specified negative consequences, including, in the case of leaving the Vehicle in violation of the terms of this Agreement, traffic rules, legislation or the User's actions (actions or inaction) led to impossibility or difficulty in determining the guilty person - also after the end of the car sharing (rental) ride. The User undertakes to compensate the Executor for expenses not covered by insurance indemnity, which the Executor incurred in connection with damage to the carsharing (rental) Car, other vehicles, property, life and/or health of people during the period of carsharing (rental), the Car provided by Executor for car sharing (rental) ride;

21.2.14. The User compensates the Executor for damages related to the restoration (organization of restoration) of the damaged Car regardless of whether or not the User was at fault for causing damage to the car that was used, used and abandoned by the User. In case of loss of the Vehicle, the User shall compensate the Executor for the resulting losses (damage) in the amount of the value of the Vehicle.

21.2.15. The User agrees that the extent of the Executor's losses caused by the impossibility of using (downtime) the Vehicle due to the User's violation of the provisions of the Agreement is calculated, including as the number of minutes during which the Vehicle could not be used due to such violations

of the Agreement, multiplied by the cost of a minute of car sharing (rental) ride of the Vehicle in accordance with the current Tariffs of the Executor;

21.2.16. The User unconditionally agrees that leaving the territory of usage zone, the Executor has the right to consider it as theft of the Car by the User, and in this case the Executor has the right to take all measures provided for by law to return the Car, including filing a report about the theft of the Car in law enforcement authorities, indicating in the User's statement as the person who committed the theft/theft of the Vehicle.

21.2.17. The User is obliged to compensate all the costs of the Executor, which are caused by:

21.2.17.1. due to parking (parking) of the Car in prohibited places;

21.2.17.2. due to parking (parking) of the Car in such places, as a result of which damage or damage was caused to the car;

21.2.17.3. parking in places where the Vehicle was blocked by other vehicles;

21.2.17.4. parking at paid parking slots that are not included in the list of permitted ones (including, but not limited to, paid parking slots of shopping centers, airports, sports complexes, other special places, etc.);

21.2.17.5. damage or cut of the wheels – the amount for the repair of the wheel is charged, and if it is impossible to repair, the amount of the total cost of two wheels of the same brand installed on the car at the time of damage;

21.2.17.6. damage to the car, which is not timely and properly declared as a case of damage;

21.2.17.7. fines from the police, the parking inspection, and other authorities due to violations of traffic and parking rules, parking regulations;

21.2.17.8. the cost of the franchise (amount not paid by insurance company), established in accordance with the tariff plan and the terms of the contract in the event of registration of the case of damage;

21.2.17.9. other cases arising from the current legislation regarding car sharing (rental), rules of business turnover, this Agreement;

21.2.18. In case of non-payment and/or incomplete payment by the User of the amount of the debt, including damage to the car caused by violation of the terms of the contract, within 10 (ten) calendar days from the day the Executor sends the corresponding demand to the User at the address (e-mail, SMS message, Viber, Telegram, What's App, address of registration and/or actual place of residence) given by the User during his/her registration (according to the specified data and the data of the attached documents), monetary funds, the User additionally pays a fine in the amount of 10,000.00 (ten thousand) hryvnias in favor of the Executor .

21.3. The Executor's liability to the User under this Agreement, including liability for any damages incurred by the User:

21.3.1. is limited to the amount of all payments for the use of the Getmancar Service (not including reimbursement of expenses, fines and damages) paid by the User to the Executor for the entire period preceding the submission of the corresponding claim, but no more than 12 (twelve) months;

21.3.2. shall not cover lost profits, loss of revenue, loss of reputation, any other special, indirect or consequential loss or damage suffered by the User. The Executor is not responsible for any damage caused to the property and health of the User and/or any third parties and for any other consequences of the User's acceptance of the Vehicle in a defective, incomplete, unusable form.

21.4. The liability of User's coverage is not limited to the size of the franchise in accordance with the selected program, and the User bears full responsibility in the event that the car is damaged under the following circumstances:

21.4.1. committing the accident under the influence of alcohol, narcotic or toxic intoxication, drugs (preparations), the use of which prohibits driving a car and/or reduces the speed of reaction;

21.4.2. transfer the car driving to a third party under User's (using) account;

21.4.3. failure to carry out proper registration and/or failure to properly register the case of damage in accordance with the terms of Clause 17.2 of this Agreement;

21.4.4. escape, disappearance or leaving the place of accident;

21.4.5. the User commite deliberate actions aimed at damaging the car or causing other damage (damages);

21.4.6. committing a criminal offense in a car, which caused a traffic violation and causing damage to the car, property and/or health of third parties;

21.4.7. damage caused as a result of using the car in competitions, trials, test drives, training drives, as a taxi, ride hailing services (uber and others), delivery services (glovo, uberaets and others);

21.4.8. damage caused as a result of disobedience to the authorities, law enforcement agencies, including escape from the scene of the accident, chase, persecution;

21.4.9. not reporting the damage to the police or the Support Service immediately, but in any case no later than two hours after the car was damaged;

21.4.10. cut, puncture, wheel damage;

21.4.11. water flood - water entering the engine due to running into water surfaces, puddles, reservoirs, etc., which led to the need for engine repair or replacement;

21.4.12. wrongful actions of third parties directed against any person who is in the vehicle and resulted in damage to the Vehicle.

21.4.13. Damages caused to the Vehicle due to possession of the User's password, account by third parties, and damage caused by them, including getting into an accident.

21.4.14. damage caused by a gross violation of traffic rules, namely:

21.4.14.1. intersection of a continuous strip of marking at the road;

21.4.14.2. exceeding the speed by more than 20 km/h from the set limit, recorded by GPS sensors installed in the car, to which the User gives his/her consent.

21.4.14.3. violation of traffic controller signals, rules of passage/crossing tracks, crossings, violation of rules of passage, including passing through a prohibited traffic light signal.

21.5. The Executor is not responsible for:

21.5.1. For chargers and mounts for mobile devices in the car and possible damage caused as a result of their use;

21.5.2. for possible damages, loss of data;

21.5.3. for the speed and uninterrupted operation of the Site, the Getmancar Mobile Application, their compatibility with the software and operating systems of the User's Devices;

21.5.4. for the presence of errors and/or viruses in the operation of the Site and the Getmancar Mobile Application, interruption of communication channels and failure of the server infrastructure at the level of trunk communication channels, data exchange centers, computing centers, as well as regional and local communication lines meaning, non-fulfillment or improper fulfillment of its obligations due to failures in telecommunication and/or energy networks, as well as unscrupulous actions of third parties aimed at unauthorized access and/or disabling of the Site and/or the Getmancar Mobile Application;

21.5.5. for the proper functioning of the User's Devices;

21.5.6. for the non-compliance of the Site Services and the Getmancar Mobile Application, the Getmancar Service with the User's expectations and/or expectations;

21.5.7. for the actions of Users on the Site and in the Getmancar Mobile Application and for the consequences of the User's use of the Site and the Getmancar Application, the Getmancar Service;

21.5.8. for temporary inoperability of payment systems, failure to ensure the reception and/or transfer of user payments, caused by reasons independent of the Executor, as well as force major circumstances;

21.5.9. for violation of the terms of the Agreement, if such violation is caused by force major, including among others: actions and decisions of state authorities and/or local self-government, fire, flood, earthquake, other natural acts, lack of electricity and/or computer network failure, strikes, civil unrest, any other circumstances that may affect the Executor's fulfillment of the terms of this Agreement.

21.5.10. for non-fulfillment or improper fulfillment of one's obligations, if this is caused by the User's actions/inactions that are beyond the Executor's control, including the consequence of the User's erroneous actions/inactions.

21.5.11. For the use of services and products offered to the User on a paid and/or free basis by third parties, including those that may be presented on the website and/or in the Getmancar Mobile Application.

21.5.12. For information and its compliance with legislation posted by third parties on the website and/or the Getmancar Mobile Application.

21.5.13. For the risk of switching from the Getmancar website and/or mobile application to third-party resources.

21.5.14. For the actions (actions or inaction) of any third parties (both physical and legal), including but not exclusively for the actions of payment systems, communication operators, which are not the actions of the Executor.

21.5.15. for posting the Getmancar mobile application, links to it in any sources not authorized (unconfirmed) by the Executor (counterfeit application), as well as further use of such an application.

21.5.16. for the use of the Getmancar Program, the Site and the Getmancar service from the User's device by third parties, in connection with which all actions performed from the User's device are considered the User's actions. In the event that any person gains access to the Services of the Site or the Getmancar mobile Application and can use them on behalf of the User, the User must immediately notify the Executor of this in writing (by e-mail) or by contacting the Support Service. Otherwise, all actions taken on behalf of the User using the Getmancar Website or mobile application will be considered actions taken directly by the User and the responsibility for such actions will rest directly with the User.

## **22. Term of validity of the Agreement. Order of change, termination**

22.1. The User accepts (approves) this Agreement in its entirety without any changes, additions, reservations and/or exclusions by performing the actions specified in this Agreement. The date on which the User performs the first of these actions is the date on which the User joins this Agreement.

22.2. This Agreement is valid from the date of entry into force until December 31, 2025. If none of the parties announces its termination 1 (one) month before the expiration of this Agreement, it is considered to be extended for an indefinite period.

22.3. The Executor has the right to unilaterally make changes to this Agreement at any time. Changes to the terms of the Agreement are made by making changes to the existing version of the Agreement, or creating a new version of the Agreement, and become binding for the Executor and the User (enter into force) from the date the Executor posts the new version of the Agreement or changes made to the Agreement on the Site and / or in the Getmancar Mobile Application. If the User does not agree with the changes, he/she has the right to refuse the execution of this Agreement, in the order specified below, which does not release the User from fulfilling his obligations that arose before the termination of relations under this Agreement, while the User is obliged agrees to stop using the Service, the Site and the Getmancar mobile Application

22.4. In the event that the User has not refused to perform the Agreement (has not submitted a written notice of termination to the Executor), it is considered that the User has read, understood, agrees to abide by the Agreement in the new version and unconditionally accepts the specified new version of the Agreement or changes to it from the date of their entry into force . On a periodic basis, the user independently monitors the Site and/or the Getmancar Mobile Application for changes to the terms of the Agreement. The risk of non-compliance with this requirement rests entirely with the User.

22.5. The Executor shall notify the User of a change to the Agreement and/or a new edition in a way convenient for the Executor, including by sending an email to the User's email address (indicated in the user's personal account, User's card), SMS and/or push message, pop-up window in the application, phone , messenger (viber, whatsapp, telegram).

22.6. The Executor and the User have the right to refuse to perform this Agreement by notifying the other Party no later than seven calendar days before the expected date of termination of the

Agreement. At the same time, the initiator of termination of the Agreement undertakes to fulfill all his/her obligations arising from the Agreement no later than the date of termination of the Agreement.

22.7. Cancellation of the Agreement at the initiative of the User is carried out within the terms provided for in this Agreement, on the basis of the User's self-signed statement (notification), delivered by the User to the Executor (in person, courier, mail), or, in the absence of objections from the Executor, the User can send a scan a copy of the statement (notification) signed by them by e-mail to the address: info@getmancar.com

22.8. The Executor has the right to unilaterally, out of court, refuse to perform the Agreement in case of violation by the User of any of his/her obligations, statements and guarantees provided for in this Agreement. In this case, the Agreement is considered terminated at the moment the Executor sends the corresponding message using the Getmancar mobile application (push-message, pop-up window) or sending sms-messages, or by e-mail. In the event that at the time of notification Carsharing (rental) is taking place, the User undertakes to immediately complete the carsharing (rental) in compliance with the requirements for finishing of carsharing (rental) ride and parking.

22.9. In terms of unfulfilled obligations of the Parties, the Agreement, terminated for any reason, continues to operate until the said obligations are fulfilled in full.

### **23. Dispute resolution and jurisdiction**

23.1. All disputes and disagreements under this Agreement shall be resolved through negotiations.

23.2. If the parties do not reach an agreement, disputes and disagreements are referred to the court at the location of the Executor.

23.3. The statute of limitations for charging and collecting penalties under this Agreement is three years.

### **24. Other**

24.1. Unless otherwise expressly provided in this Agreement, from the moment it enters into force, the Executor and the User recognize the legal force of the documents sent by e-mail (the Executor's e-mail addresses specified on the Site in the Getmancar Mobile Application, and the User's e-mail addresses specified in the process registration and/or changed at the request of the User), agree that the specified documents are equivalent documents, which are written on paper media and signed by the relevant person's handwritten signature.

24.2. From the moment of entry into force of this Agreement, the Executor and the User recognize the legal force of messages and actions made and transmitted using the Getmancar Application or the Site on behalf of the User, as well as using the phone number specified by the User during registration or changed later in accordance with the terms of this Agreement.

24.3. When the User is outside of the territory of Ukraine or when the User specifies the mobile phone number of a foreign mobile operator during Registration, as well as for the purposes of receiving messages provided for in this Agreement, the User assumes all risks of late receipt or non-receipt of messages from the Executor by the User.

24.4. Messages sent to e-mail are considered received by the addressee at the time of their sending.

24.5. The User undertakes to notify the Executor of a change of residence (registration), place of stay, mobile phone number, e-mail address, other data provided by the User to the Executor, change of name, surname, change of identity document details, change of details or deprivation of driver's license, change of document data confirming the right of a foreign citizen/stateless person to stay (reside) on the territory of Ukraine, change of citizenship, other personal data, as well as loss of the above data, by contacting the Executor's Support Service. The Executor is not responsible for any consequences related to the change of the User's data specified in this clause of the Agreement, if the

User did not notify the Executor of the circumstances specified in this clause of the Contract, and/or provided the Executor with incorrect data.

24.6. The user acknowledges that the Site and the Getmancar Mobile Application are sufficient to ensure proper operation when receiving, transmitting, processing and storing information, as well as to protect information from unauthorized access, to confirm the authenticity and authorship of electronic documents sent using them, as well as to analyze conflict situations. The user trusts the software of the Site and the Getmancar Mobile Application.

24.7. The website and the Getmancar Mobile Application are the intellectual property of the Executor and/or third parties, any use is allowed only on the basis of the owner's permission. Using the Getmancar Site and Application without the permission of the owner in any way and for purposes other than those permitted by this Agreement is illegal and may result in the User being held liable.

24.8. In the part not regulated by this Agreement, the relationship between the Executor and the User is regulated by the current legislation of Ukraine.

24.9. The Executor has the right to use a facsimile reproduction of the Executor's signature (using mechanical or other means of copying) in any documents, including this Agreement and/or in related information and communications. The Executor and the User acknowledge the legal force of such documents.

24.10. For all issues related to the use of the Site Services and the Getmancar Mobile Application with all claims, the User can contact the Support Service. When submitting a claim to the Executor, the User must provide documents confirming the validity of the claim, as well as indicate the data provided by him during registration.

24.11. Any person who has not unconditionally accepted the terms of this Agreement, or accepted them by mistake, must immediately notify the Executor about this and has no right to use the service of the Getmancar Website and Mobile Application, as well as the Getmancar service.

24.12. This Agreement is drawn up in Ukrainian language, English and Russian version is an additional.

24.13. In case there are difference between language versions of the set Contract, the Ukrainian version has priority.

Performer:

LIMITED LIABILITY COMPANY  
"CARSHARING SOLUTIONS"  
office 63, 84 Oleksandra Polya ave.,  
city of Dnipro, 49000  
company's code 44344456

October, 01, 2024

Director Olena Samarska

