

## CITYBEE TERMS OF SERVICES

### I. GENERAL PROVISIONS

- 1.1. These Terms of Services (the **Terms**) of UAB Prime Leasing, legal entity code: 302565318, address of the registered office: Žalgirio str. 112-1, LT-09300 Vilnius, Republic of Lithuania (the **Company**) set forth: (i) the procedure of registration of the User, (ii) the reservation and use of the Vehicles, (iii) conditions and requirements applicable to operation of the Vehicles and assets, (iv) terms of liability of the Users, (v) terms of payment, and (vi) any other relationship in connection with order and use of the Services.
- 1.2. From the moment the Account is created, as indicated in Chapter III of the Terms, the User and the Company enter into contractual legal relationship, governed by provisions of these Terms (including their annexes), information presented on the Company's website, in the App, in the Account, the Pricelist, Service Rates and other specific conditions of reservation of a Vehicle (the **Agreement**).
- 1.3. Before reserving a Vehicle, the User must read the Service Rates, the Pricelist and other terms and conditions of the reservation. When the reservation is confirmed, it shall be regarded that the User is familiar with the Service Rates, the Pricelist and other terms and conditions of the reservation, and has accepted them.
- 1.4. When the User reserves a specific Vehicle, the reservation and use of the Vehicle shall be subject to the Terms and other sources specified in paragraph 1.2 of the Terms.
- 1.5. In case of controversies or discrepancies among sources specified in paragraph 1.2 of the Terms, the interpretation and application of the Agreement shall follow this order of precedence:
  - 1.5.1. the Pricelist, the Service Rates and other conditions of reservation of a specific Vehicle;
  - 1.5.2. information presented in the Account, in the App;
  - 1.5.3. information presented on the Website;
  - 1.5.4. these Terms.

### II. DEFINITIONS

- 2.1. **Pricelist** shall mean fines, other fees and levies made public on the Website and in the App.
- 2.2. **Road Traffic Regulations** shall mean traffic rules and related provisions of legal acts valid in a relevant country.
- 2.3. **Voucher** shall mean various gifts, discount vouchers or other incentives, compensations or other similar types of means indicated in Chapter VIII of the Terms.
- 2.4. **Fuel Card** shall mean a fuel card, which is in every Vehicle, intended for paying for fuel in a gas station indicated by the Company.
- 2.5. **App** shall mean software intended for and customised for smartphones and/or other mobile devices, which is used to perform Vehicle reservation, unlocking, locking and/or other actions provided for in the software.
- 2.6. **Payment Card** shall mean a valid payment card(s) issued to the User or another person, linked to the Account, that the User has the right to lawfully use for linking to the Account and making payments for Services.
- 2.7. **Payment Account** shall mean a payment account of the User or another person, which is linked to the Payment Card.
- 2.8. **User** shall mean a customer (natural person) of the Company, who accepts these Terms, creates an Account and uses the Services in accordance with the Agreement.

- 2.9. **Usage Period** shall mean the period from the moment of taking (unlocking) the Vehicle until the moment of return (locking) of the Vehicle.
- 2.10. **Website** shall mean the website accessible at [www.citybee.lt](http://www.citybee.lt).
- 2.11. **Main Payment Card** shall mean a Payment Card that the User selects in the App as the main one for making payments for the Services.
- 2.12. **Services** shall mean shared mobility services and other related services, which the Company provides to the User, including a possibility to choose and reserve a Vehicle in the App and use the Vehicle under the procedure, terms and conditions laid down in the Terms.
- 2.13. **Service Rates** shall mean information published on the Website and (or) in the App about prices of the Services applicable to a specific Vehicle, including the prices applicable for various Service packages and plans offered by the Company. This information is an integral part of these Terms.
- 2.14. **Account** shall mean the User's personal digital account in the App.
- 2.15. **Log-in Data** shall mean data indicated in paragraphs 3.2.3–3.2.5 of the Terms.
- 2.16. **Privacy Policy** shall mean the Company's privacy policy, which presents information about the processing of personal data of the User, including about the rights of the User, as a data subject (accessible at: <https://citybee.lt/>).
- 2.17. **Parking Zone** shall mean a zone or territory marked in the App, where the User can reserve a Vehicle and/or to which he must return the Vehicle.
- 2.18. **Agreement** shall mean the agreement on provision of the Services to the User. The agreement on provision of the Services between the User and the Company is deemed entered into from the moment when the User creates the Account. The Agreement is governed by provisions as defined in paragraph 1.2 of these Terms.
- 2.19. **Vehicle** shall mean a motor vehicle that the Company gives possession of to the User for temporary use in exchange for a fee in accordance with these Terms, including all other assets assigned to the Vehicle and/or being its accessory.
- 2.20. Other terms used in these Terms shall have meanings indicated in sources specified in paragraph 1.2 of the Terms.
- 2.21. The terms used in the singular and in the plural herein shall have the same meaning, as the context requires.

### III. CREATION OF THE ACCOUNT. RIGHT TO USE THE SERVICES

- 3.1. The right to create an Account and the right to use the Services is vested in persons who are no younger than 18 years old, have performed the actions indicated in these Terms and meet requirements set in these Terms. Additional restrictions and (or) conditions for the use of the Vehicles may be set in the App and (or) Website.
- 3.2. When creating an Account (in the course of registration), the User must:
  - 3.2.1. read the Terms, the Pricelist, the Privacy Policy (as well as their annexes) attentively and responsibly, familiarise themselves with Service Rates, information on the Website, in the App;
  - 3.2.2. state their acceptance of the Terms and other documents and information, as applicable;
  - 3.2.3. indicate his first name, surname, mobile phone number, e-mail address and perform the required authentication actions (e.g., enter a code sent to the User by an SMS, etc.);
  - 3.2.4. present other data, information and/or documents that the Company may reasonably request at the time of registration;

- 3.2.5. create a PIN code, which will be used to open the App.
- 3.3. In order to reserve and use a Vehicle, the User must link their Account to a Payment Card.
  - 3.3.1. The Company has the right to verify the Payment Account linked by the User to the Payment Card, i.e., to reserve an amount in it, which, after successful verification (reservation), shall be returned to the Payment Account or be deemed to be an advance payment made to the Company and the final amount payable for the price of the Services provided shall be reduced accordingly. The term of return of the reserved amount depends on the terms and conditions applied by the financial (payment) institution that issued the Payment Card. The Company has the right to verify the Payment Card and/or the Payment Account in other ways, too.
  - 3.3.2. Linking of a Payment Card issued not in the name of the User to the Account shall be under full liability of the User themselves and, accordingly, they assume full liability for such actions to the holder of such Payment Card and to the bank, payment institution or other payment services provider that issued the Payment Card.
  - 3.3.3. The User may link more than one Payment Card to the Account. In those cases, when the User links more than one Payment Card to the Account, the User shall choose a Payment Card in the App, which shall be the Main Payment Card and which shall be used for effecting payments for the Services. The User shall have the right to change the Main Payment Card at any time (i.e., to replace the Main Payment Card), but the User must ensure that when he uses the Services, at least one valid Payment Card is linked to the Account until the moment of full payment for them;
  - 3.3.4. After starting using the Services, the User does not have the right to unlink all the Payment Cards from the Account and must leave at least one valid Payment Card linked to the Account.
- 3.4. In order to be able to use Vehicles, the User must have a valid document, confirming his right to drive Vehicles (i.e., a driving license), and perform the following actions in the App under the established procedure:
  - 3.4.1. to make a real-time photo of the front side of the driving license issued to the User, as indicated in the App, and upload it;
  - 3.4.2. to make a real-time photo of his face (selfie), as indicated in the App, and upload it;
  - 3.4.3. to make a real-time photo of his face (selfie), as indicated in the App, and upload it along with the driving license;
  - 3.4.4. to perform other actions indicated in the App and (or) provide other documents that may be reasonably requested by the Company.
- 3.5. The Company, with the help of its service provider, shall, in the Account creation process, check similarity (conformity) of the User's face to the photos in the uploaded documents and the validity of the document confirming the right to drive Vehicles. After the Account is created, subsequent verifications of the validity of the User's document confirming his right to drive Vehicles and the updating of the other submitted documents and (or) information shall be performed periodically, at a frequency determined by the Company.
- 3.6. It shall be regarded that the registration of the User is complete, the Account is created and the Agreement is concluded with the User from the moment when the User performs the actions indicated in paragraphs 3.2.1–3.2.3 hereof. After performance of these actions:
  - 3.6.1. the User shall become a passive User and shall not yet have the right to order all the Services and/or use them, but they shall acquire the right to use the App and to perform the actions indicated below and shall have the obligations indicated in the Terms, which are not related to ordering or use of Services (e.g., obligations indicated in Chapters III, IV of the Terms);

- 3.6.2. provisions of the Terms shall come into effect in respect of and shall become applicable to a passive User, except for those parts of the Terms, which regulate ordering of Services (reservation of Vehicles) and using them.
- 3.7. Having provided the rest of the information specified in paragraph 3.2 of the Terms and having performed the rest of the actions indicated in paragraphs 3.3–3.5 of the Terms, the User shall become an active User and the relevant remaining parts of the Terms shall come into effect in respect of the User and shall become applicable to them.
- 3.8. An Account shall be deemed created in the name of the person and the Agreement shall be deemed entered into with the person, whose driving license is uploaded to the Account under the procedure set in paragraph 3.4 hereof. Such a person shall be deemed to be the User. As long as not provided otherwise by competent authorities under the procedure set by legal acts, such a person shall also be deemed the same person, who performs the actions indicated in paragraph 3.2 and paragraph 3.3 of the Terms.
- 3.9. If, in the Account creation process, the User fails to present all the documents or fails to perform all the registration actions or other actions indicated in the App, set forth in paragraphs 3.2 –3.4 of the Terms, the Company shall have the right to remind the User about it and for these purposes to process data provided by the User and collected about the User accordingly, as indicated in the Privacy Policy.
- 3.10. In those cases, when (i) the Company does not have technical possibilities to verify authenticity, validity of the driving license or other documents presented by the User or other data presented by a person in the Account creation process, or (ii) the Company has reasonable doubts about the correctness of data presented by a person, or (iii) in other cases provided for in these Terms, the Company has the right not to confirm the Account as created or not to allow a person to create an Account and/or not to allow use of the Services or some of them.
- 3.11. It shall be regarded that both when the User creates the Account and each time when they reserve a Vehicle, the User confirms (and such confirmation shall be valid for the whole period of provision of the Services from the creation of the Account until the termination of the Agreement) that they:
- 3.11.1. are of the age, making them eligible to use the Services, as indicated in the Terms;
  - 3.11.2. have a valid right to drive a Vehicle and will have such a right all the time when they use a Vehicle;
  - 3.11.3. have sufficient knowledge on how to use and control a Vehicle;
  - 3.11.4. have skills necessary for use of a Vehicle;
  - 3.11.5. the User's physical fitness and physical and mental health are sufficient for controlling a Vehicle and they satisfy any other requirements indicated in the driving license, if any;
  - 3.11.6. are not under the influence of alcohol and/or narcotic or psychotropic substances and will remain such all the time they use a Vehicle;
  - 3.11.7. there are no other reasons, for which they cannot start using a Vehicle under applicable legal acts, and no such reason will appear all the time they use a Vehicle;
  - 3.11.8. confirm that they have the right to use the Payment Card to pay for the Services;
  - 3.11.9. are familiar with the Service Rates, the Pricelist applied to reservation and use of the Services, other terms and conditions of provision of the Services;
  - 3.11.10. consent that the price of the Services (fees) of each reservation, fines and other amounts indicated in the Pricelist be debited to the Payment Account, the digital wallet or be reserved in the Payment Account under the procedure set in the Terms;
  - 3.11.11. consent to collection and processing of personal data, necessary for conclusion and performance of the Agreement and for other purposes, as indicated in the Privacy Policy.
- 3.12. Having created the Account, the User acquires the right to automatically create accounts with SIA CityBee Latvija and (or) CityBee Eesti OÜ in the App at any time and to use services of these companies

accordingly. For this purpose, the User will not have to again provide data or any additional information indicated in Chapter III of the Terms, except for the Payment Card data. After the User in the App chooses services of SIA CityBee Latvija and (or) CityBee Eesti OÜ, accepts the relevant terms of services of SIA CityBee Latvija and (or) CityBee Eesti OÜ and reads their privacy notices, all data provided in the course of creation of the User's Account shall be automatically transferred to and adopted in the accounts administered by SIA CityBee Latvija and (or) CityBee Eesti OÜ, respectively.

- 3.13. Creating the Account and presenting their data and documents necessary in order that the User would acquire the right to order and use the Services, the User must present correct, accurate, true and full information about themselves, including their true first name and surname, their mobile phone number, their e-mail address and residential address. It shall be prohibited to create an Account and to perform registration in the App by use of other persons' data, wrong, falsified or illegally collected data. The User assumes all the risks and liability in connection with this, including if, in spite of the indicated prohibition, such actions cause damage to the Company or any other persons.
- 3.14. The User must diligently, carefully and responsibly keep their Log-in Data, data used for the creation of the Account, smart device, driving license and other ID documents, and shall not have the right to give them away or otherwise disclose them to any other person or provide third persons with an opportunity or possibility to access them, or use them for creation of an Account or use of the Services. The User shall be liable for security, secrecy and confidentiality of his Log-in Data and the Account.
- 3.15. The User shall not have the right:
  - 3.15.1. to transfer, sell or lease his Account, or otherwise give the right to use his Account to any other persons;
  - 3.15.2. to make it possible for another person to upload his driving license to the Account or link a driving license issued to another person to the Account;
  - 3.15.3. to create fake, illegal, fraudulent Accounts;
  - 3.15.4. to add a Payment Card issued to another person without such person's consent and not having the right to use such Payment Card for linking to the Account and payment for the Services;
  - 3.15.5. to create Accounts in the name of other persons.
- 3.16. The User must immediately, after they learn of such a fact, alert the Company if:
  - 3.16.1. their Log-in Data are lost or become otherwise accessible to another person;
  - 3.16.2. the User loses control of the Account or access to the Account data;
  - 3.16.3. the User loses control of the data used for creation of the Account (e.g., driving license, e-mail address, mobile phone number), the device with the App;
  - 3.16.4. the Log-in Data, the data used for creation of the Account have been used without the User's knowledge;
  - 3.16.5. there has been a change in the User's data, the driving license has expired or the User was issued a new driving license, his driving license was replaced, etc.;
  - 3.16.6. circumstances indicated in paragraph 3.15 of the Terms occur;
  - 3.16.7. other circumstances occur, posing danger to the integrity, confidentiality, accuracy of the Account and/or data therein.
- 3.17. Having received the User's notification about the circumstances indicated in paragraph 3.16 of the Terms, the Company shall, no later than within 8 (eight) business hours, block the Account under the procedure, terms and conditions of Chapter IX of these Terms, with the consequences provided for in Chapter IX hereof. Besides, the Company, having itself determined the circumstances indicated in paragraph 3.15 of the Terms and (or) having reasonable suspicions that unusual and (or) possibly illegal actions are being

performed on the Account, shall also have the right, acting on its own initiative and at its own discretion, to immediately block the Account under the procedure set in Chapter IX of these Terms.

- 3.18. Having received the User's notification indicated in paragraph 3.16 of the Terms, the Company shall seek to prevent further illegal use of the User's Account Log-in Data, however, it does not assume responsibility for the success of such operation and, therefore, the Company is not and shall not be held liable for any damages, losses or inconveniences suffered by the User or third parties by reason of disclosure, theft or illegal use of the Account Log-in Data, except if they are suffered through the fault of the Company. The User shall be liable for any actions of third parties if they were done by use of the User's Account Log-in Data. All the actions performed in the User's Account and all the consequences, risks and liability arising out of this shall lie with the User. The User shall be liable to the Company and shall assume all the risks, losses and damages in connection with or arising out of other persons' use of his Account until the moment of receipt of the notification indicated in paragraph 3.16 of the Terms, save for cases when such damages were incurred by reason of gross negligence or wilfulness of the Company. Damages, suffered by the User through the fault of the Company after the above-indicated blocking of the Account, shall lie with the Company, except for cases when the fault of the User or third parties also contributes to their appearance.
- 3.19. The User shall make sure that rational and reasonable security measures (including anti-virus programs and firewalls) are applied when using hardware, software or other tools for registration, creation of the Account and/or log-in in the App and, accordingly, shall be liable for all consequences arising out of insufficient security of the User's computer, smartphone, tablet or another device.
- 3.20. If the User is already using the Company's Services through an account linked to the account of the User's employer or another business entity in accordance with the rules applicable to the Company's business customers, during the creation of the Account, the User's data (information provided to the Company and (or) copies of documents) may be automatically transferred to the Account after performing the steps specified in the Mobile App.

#### **IV. TERMS OF USE OF THE APP**

- 4.1. During the effective term of the Agreement, the Company gives the User personal, non-exclusive, non-transferable, revocable right, which cannot be sub-licensed, to install and/or use the App in the User's device, use the information accessible via the App, intended for use only by the User.
- 4.2. When using the App, the User shall not have the right:
  - 4.2.1. to license, sub-license, copy, modify, distribute, create, sell, resell, transfer or lease the App or any part of it;
  - 4.2.2. to apply reverse engineering or attempt to extract source codes of the App, save for cases permitted by law;
  - 4.2.3. to run or make it possible to run any programs or codes, allowing cutting, indexing, analysing or engaging in data mining or data scraping from the App and/or the data.
- 4.3. The App can be downloaded or accessed by use of many smart devices, which have internet access and where customary operating systems (e.g., *Android*, *iOS*) are installed.
- 4.4. When using the App, the User:
  - 4.4.1. shall be responsible for having the connection or network access necessary for use of the App and the Services. The User shall bear all the fees charged by the communications service provider, including fees for data transmission by use of the App;
  - 4.4.2. must use the original operating system provided and supported by the manufacturer and its standard tools provided along with the smart device. The User must install upgrades, modifications, updates of the operating system and software offered by the manufacturer, follow

- other recommendations and instructions of the operating system, software, smart device manufacturer or app marketplaces (platforms);
- 4.4.3. must periodically check app marketplaces or digital content platforms (e.g., Google Play, AppStore) for an updated, later version of the App, updates or upgrades, and use the latest available version of the Company's App;
  - 4.4.4. at the request of the Company, must cooperate with the Company as much as practicably and technically possible and necessary, in the Company seeking to find out reasons for failures in operation of the App.
- 4.5. The Company has the right, but not the duty, to inform Users of an updated version of the App, of the update accessibility and provide information about the consequences of not installing the update.
- 4.6. As use of the App and the Services depends on many factors (e.g., the number of non-reserved Vehicles and their location, location of the User, behaviour of other users), the Company does not guarantee that the User will always be able to order (reserve) a Vehicle and use the Services in a place and at the time they want.
- 4.7. The App is provided "as is", "as available". The App may operate with restrictions, delays and/or other problems inherent in use of the internet and electronic communications, and there is no guarantee that it will always be available and free of glitches. The Company does not guarantee uninterrupted availability of the App or that it will operate error free. In case of software failures, interruptions in its operation, the Company shall seek to resolve them as soon as possible, however the operation of the App can be restricted by accidental technical errors and the Company cannot guarantee that the App will always function properly and as expected by the User. To the extent permitted by applicable legal acts, the Company does not guarantee that:
- 4.7.1. the App will operate without interruptions or errors;
  - 4.7.2. there will be no delay or other non-conformity between information, data displayed in the App and real information and data (e.g., exact location of the Vehicle, etc.).
- 4.8. The Company shall have the right:
- 4.8.1. to change, suspend or terminate operation of certain functions in the App, or change the layout of the elements in the App;
  - 4.8.2. to improve or modify the App, its information system and eliminate any defects observed or make any other modifications even if it can cause and/or causes short-term disruption of provision of the Services to Users. In case of particular circumstances and important reasons, the Company, seeking to avoid possible damages for the User and/or itself, has the right to eliminate defects in the App, the information system at any time of day and night.
- 4.9. To the extent permitted by applicable legal acts, the Company is released from any liability in cases when damage(s) appear:
- 4.9.1. by reason of failures in the functioning, interoperability, compatibility of the operating system of the smart device used by the User, smart device security breaches;
  - 4.9.2. because the User has not installed an updated version of the App or an upgrade, update, the availability of which has been notified by the Company;
  - 4.9.3. by reason of operations, actions performed by the User, disregarding the instructions for installation, updating or use of the App given by the Company or other obligations under these Terms;
  - 4.9.4. because of actions or omissions of third parties, their access to the App and the data, including, without limitation, damages suffered due to glitches, failures in electronic communications and electronic communications networks;

- 4.9.5. if the User for any reasons cannot access the App or if any device, program, operating system, which is used along with the App, stops functioning or does not function in the way the User expected, or any errors were found, or the Services could not be provided in time due to viruses, cyberattacks, other impact of third parties (e.g., software, operating system, operators, etc.).

## **V. TERMS OF USE OF THE VEHICLES**

### *General rules*

- 5.1. The Company undertakes to ensure that a Vehicle is in good condition and suitable for use and operation for its direct purpose, subject to customary wear and tear of the Vehicle.
- 5.2. Failures and faulty operation, which do not affect traffic safety and will not affect it in the immediate future (e.g., outside and inside scratches and scrapes on equipment, parts, defective performance of multimedia equipment, failures of sensors), as well as defects, which are not the outcome of improper maintenance of a Vehicle, shall not be treated as defects.
- 5.3. When using the Services, the User, inter alia:
  - 5.3.1. must comply with the Vehicle operation requirements, including any requirements that are not mentioned in these Terms but are deemed customary requirements for use of such assets;
  - 5.3.2. must follow the Company's instructions, guidance and recommendations set in these Terms and presented in the App, in the Account, on the Website;
  - 5.3.3. must drive attentively, carefully, politely and safely, respecting other traffic participants and persons, taking all necessary measures of precaution and without posing danger for safety of other traffic participants, other persons or their assets and the environment;
  - 5.3.4. must behave as a sufficiently careful, prudent, responsible and informed person;
  - 5.3.5. must be totally sober (0.00 per mille) and not under the influence of substances affecting mental state;
  - 5.3.6. must not start driving a Vehicle if they are ill or tired and driving may pose danger for traffic safety, or there are any other reasons why they cannot safely drive a Vehicle according to the requirements of legal acts;
  - 5.3.7. shall have no right to allow other persons to drive, control or use a Vehicle, no right to sublease a Vehicle, transfer any rights or obligations set forth in these Terms;
  - 5.3.8. shall have no right to copy, alter or delete data in the Vehicle system, misappropriate, destroy or otherwise damage Vehicle documents located in the Vehicle (e.g., the technical passport);
  - 5.3.9. shall have no right to disassemble, repair, modify the Vehicle;
  - 5.3.10. must comply with other requirements, applicable to Vehicles of those categories that they have the right to drive, as indicated in the driving license;
  - 5.3.11. shall have no right to carry explosive, flammable, toxic substances or substances dangerous to human life or health, etc. in a Vehicle, shall have no right to use heating appliances, open flame or other potential sources of fire in a Vehicle or near a Vehicle;
  - 5.3.12. shall have no right to use a Vehicle for purposes for which it is not intended or customised, e.g., for transportation of cargo or use a Vehicle for transportation of an increased load (for transportation of heavy cargo, etc.) (this restriction does not apply to Vehicles intended for this purpose)), for transportation of large animals, as well as to drive in the woods, water bodies, other off-road terrains, etc., to overload a Vehicle, fail to properly fix and arrange the load;
  - 5.3.13. must follow the Road Traffic Regulations;



- 5.3.14. shall have no right to use a Vehicle in races, competitions or other sports or racing related purposes;
  - 5.3.15. shall have no right to use a Vehicle as a training vehicle and (or) hauling other Vehicles;
  - 5.3.16. shall have no right to use a Vehicle for activities prohibited by legal acts or subject to special requirements set in legal acts (e.g. taxi business, other ride-hailing and ride-sharing services);
  - 5.3.17. must protect the Vehicle, use it diligently, including assets therein, must take all reasonable measures to ensure Vehicle security (i.e., lock the Vehicle, close windows, switch off lights and the music player, etc.);
  - 5.3.18. must ensure that (i) there is no smoking in the Vehicle; and that (ii) small pets are carried in a special transportation box intended for this;
  - 5.3.19. prior to driving the Vehicle, must check whether there are no obvious breakdowns and (or) defects of the Vehicle, and if there are any, immediately inform the Company in the way specified in the App and (or) Website and follow its instructions;
  - 5.3.20. must comply with other requirements of legal acts.
- 5.4. Vehicle can be used only in the territories of Lithuania, Latvia and Estonia. The User shall be allowed to use a Vehicle outside the territories of Lithuania, Latvia and Estonia only subject to a prior written consent of the Company. The Company shall decide on issuing consent after assessing the individual circumstances of the User's request and the Company's ability to grant consent.

*Reservation. Collection, use of the Vehicle*

- 5.5. The User can start using the Vehicle during the reservation time, which is indicated for each Vehicle in the App and starts from the reservation confirmation moment; when the reservation time ends, the Vehicle reservation is automatically cancelled. If during the reservation time the User opts for a longer reservation time and the initial reservation time ends before the start of use of the Vehicle, the reservation time shall be extended for the duration selected by the User in the App; the User shall be charged an additional fee (indicated in the App) for the extended reservation time. If the User does not start using the Vehicle during the extended reservation time, the extended reservation shall be automatically cancelled and the above-indicated additional fee for the period the Vehicle was reserved, shall not be refunded.
- 5.6. The maximum duration of use of the Vehicle shall be 28 (twenty-eight) days, unless the parties agree otherwise and unless the App indicates otherwise with regard to a specific Vehicle. The Company shall have the right to unilaterally terminate the reservation at any time if the maximum duration of use of the Vehicle has expired. If the User does not return the Vehicle after the end of the maximum duration of use of the Vehicle, if any, the Company shall have the right to report Vehicle theft to the police.
- 5.7. If the User foresees that the maximum duration for use of the Vehicle can be exceeded, they must inform the Company about it at least 2 hours before the end of the maximum duration. The maximum duration for use of the Vehicle can be extended by mutual agreement of the parties.
- 5.8. During the period of provision of the Services, the Company shall have the right, having served a written notice (including by e-mail or SMS) to the User 1 (one) day in advance, to replace the Vehicle rented by the User with another Vehicle of relevant category and parameters, in order to be able to perform regular Vehicle technical maintenance and repairs, correct Vehicle defects or perform other necessary actions. The User, having received the Company's notification indicated in this paragraph, must allow to replace the Vehicle (including, without limitation, return the Vehicle keys and other Vehicle accessories, also collect all his personal belongings from the Vehicle) on the day and at the time indicated by the Company at the place agreed by the parties and accept another Vehicle in conformity with these Terms.

*End of the trip. Return of the Vehicle*

- 5.9. At the end of the trip, the User must: (i) switch off the Vehicle (stop its engine); (ii) collect their personal belongings and those of their passengers from the Vehicle; (iii) leave the Vehicle key and other

supplements and accessories in the designated areas in the Vehicle; (iv) perform other actions indicated in the App and only then (v) confirm on the App that the trip is finished (after stepping out of the Vehicle). In the event that the User violates the specific sequence of actions indicated above, i.e., continues to use the Vehicle or its equipment, etc., after confirming on the App that the trip is finished, the Company has the right to consider that the User is continuing the trip and calculate and charge the Service Rates accordingly. After completing the trip, the User may only leave the Vehicle in the Parking Zone and only after completing all the actions indicated above and making sure the Vehicle is locked.

- 5.10. The Vehicle must be returned and parked in such a public place within the Parking Zone, where it can be accessed at any time, also in accordance with the Road Traffic Regulations and other legal acts, rules and restrictions applicable to parking of the Vehicles. Vehicles cannot be left in:
  - 5.10.1. parking lots with a barrier (except for special parking lots in airports and other places marked in the App);
  - 5.10.2. underground parking lots;
  - 5.10.3. places where parking is prohibited according to the Road Traffic Regulations and other legal acts;
  - 5.10.4. places where, according to the Road Traffic Regulations and other legal acts, parking or short stopping of the Vehicle is allowed only on specific days, specific days of the week, specific hours or is otherwise restricted in time (e.g., in reserved parking spaces, allowing for limited parking duration), even if, according to the Road Traffic Regulations and other legal acts, the Vehicle parking is allowed at the time the trip ends (i.e., even if it not prohibited to park at the time of the actual parking or at end of the trip);
  - 5.10.5. an electric car cannot be left in places intended for charging electric cars and other vehicles with electric engines, without starting the charging process;
  - 5.10.6. in such a condition or situation where another User would be unable to start and/or continue a trip with such Vehicle (e.g., with a totally empty fuel tank or with such fuel quantity that objectively is not enough to reach the nearest gas station, etc.).
- 5.11. The Parking Zone, from which the Vehicle was collected, and the Parking Zone, to which the Vehicle is returned, may be different. Vehicles of some models indicated on the Website and/or in the App must be returned to the same Parking Zone, from which they were taken. Territories of the Parking Zones shall be marked and shown in the App. Vehicle parking or leaving in the Parking Zone can be subject to a fee, i.e., a fee in the amount indicated in the Service Rates and/or the Pricelist may be charged for leaving the Vehicle or its collection (reservation) in such a zone.
- 5.12. If, during the Usage Period, the User parks the Vehicle in a paid parking lot or leaves the Vehicle in a paid parking lot, he must pay for the parking of the Vehicle, save for the exceptions indicated in the App (e.g., the Company may have an agreement with a parking company, under which the parking services are paid by the Company etc.).
- 5.13. In order to return the Vehicle, the User must choose a relevant command in the App and make sure that command is completed and there are no active trips in the App. The User must inform the Company immediately about any error to complete the mentioned command in the App. The Company will not be held responsible and will not compensate the User for his/her failure to complete the trip in the App
- 5.14. Before leaving the Vehicle, the User must make sure that the Vehicle is locked, all the windows and sunroofs are closed, lights are switched off, accessories remain in the Vehicle.
- 5.15. The User must return the Vehicle in a condition not worse than that in which the Vehicle was received, subject to wear and tear. Wear and tear of the Vehicle shall be determined in accordance with the memo of 1 March 2010 prepared by the Lithuanian Autoentrepreneurs Association, published on the website of the association [http://www.laa.lt/uploads/Atmintine\\_2010\\_03\\_01.pdf](http://www.laa.lt/uploads/Atmintine_2010_03_01.pdf) (as subsequently amended) (the memo shall be regarded as an integral part of the Terms), and the rules on state technical examination. Wear and tear, for example, shall not include:

- 5.15.1. broken, deformed or otherwise mechanically or thermally damaged parts, equipment and mechanisms;
- 5.15.2. Vehicle body bends, cracks in the paint layer and visible scratches (when the paint layer is damaged to the priming layer);
- 5.15.3. wear of the paint layer due to heavy washing/cleaning of the Vehicle;
- 5.15.4. poor quality repairs and/or defects resulting from repairs (despite the fact that the User is not entitled to repair the Vehicle either themselves or through third parties);
- 5.15.5. cracks in the body windows;
- 5.15.6. any scratches on the body windows resulting from improper use and/or cleaning of the Vehicle;
- 5.15.7. interior damage and spoiling, such as burnt or soiled seats, broken parts of the dashboard or other plastic parts, luggage compartment lid, window opening handles, etc.;
- 5.15.8. damage to the body geometry.

#### *Fuel Cards*

- 5.16. Each Vehicle carries a Fuel Card. These cards are the property of the Company. When using the Fuel Card to fill up the fuel tank of the Vehicle, the User does not pay for fuel separately, fuel price is included in the Service price (fees) paid by the User. The PIN code of the Fuel Card is available from the App.
- 5.17. If the fuel level in the Vehicle falls down to 1/4 of the fuel tank, the Company may remind the User, to fill the fuel tank of the Vehicle in the nearest gas station of the company that issued the Fuel Card.
- 5.18. For filling the fuel tank of the Vehicle, only the Fuel Card carried by that specific Vehicle can be used. Use of the Fuel Card to pay for fuel filled into any other vehicle or another container is prohibited. If the User acts in breach of this prohibition, the Company shall report fuel theft to the police and the User shall be made subject to liability provided for in Chapter VII of the Terms.
- 5.19. The User must keep the Fuel Card safe and, after using it, leave it in the Vehicle. In case of losing the Fuel Card, the User must immediately notify the Company about it and compensate for damages suffered by the Company.

#### *Events during the Usage Period*

- 5.20. If the Vehicle breaks down, the Vehicle dashboard starts showing any alerts, suspicious strange sounds are heard or the Vehicle cannot be further used and controlled safely, the User must immediately: (i) discontinue use of the Vehicle, (ii) notify the Company about that by phone, and (iii) perform other instructions of the Company.
- 5.21. In case of a traffic accident or causing damage to the Vehicle, third parties or their assets, the Company or its assets in any other circumstances, the User shall immediately notify the Company about it and, where applicable, relevant state authorities or services (police, fire service, etc.), fill in the traffic accident declaration and/or shall perform other necessary actions, which have to be performed according to applicable legal acts, also which have to be performed in order to avoid greater damage to the Vehicle, other assets and/or persons, or to reduce that damage.

#### *Other services*

- 5.22. In the cases indicated on the Website and in the App, the Company offers an additional service to Users – delivery of the Vehicle to a location specified by the User. Fees charged for such a service can be found in the Service Rates and (or) Pricelist.
- 5.23. The Company also has the right to offer provision of some other services to the User for additional fees.

#### *Storage conditions for found items*

- 5.24. Items found in the Vehicle shall be stored for no longer than 2 (two) months. If at the end of the items storage period the Company hands them over for destruction and incurs additional costs as a result, the User after whose trip the items were found undertakes to compensate the costs.
- 5.25. The Company does not store waste and items found in the Vehicle, which, in the opinion of the Company, should be considered as waste. If the Company hands over such items for destruction and incurs additional costs as a result, the User after whose trip the items were found undertakes to compensate the costs.

### **VI. TERMS OF USE OF THE ASSETS**

- 6.1. Unless the Terms or the App provide for otherwise, the User must make use of the assets in the Vehicle, including the accessories of the Vehicle (e.g., a child car seat) and other assets in the Vehicle (e.g., a sledge), in accordance with the requirements of these Terms.
- 6.2. Unless the Terms or the App provide for otherwise, the User may use the assets in the Vehicle, including its accessories, only for their direct purpose, only in or together with the Vehicle and only at the time when the Services are used.
- 6.3. Using the assets in the Vehicle, including its accessories, the User must follow the instructions for use of such assets and other requirements.
- 6.4. Having finished use of the Vehicle, the User must return the assets placed in the Vehicle, including its accessories, together with the returned Vehicle in a condition not worse than that in which such assets were received, subject to wear and tear, leaving the returned assets in the place adapted and/or intended for them.

### **VII. LIABILITY**

#### *General provisions on indemnification*

- 7.1. The User, as the possessor of a source of increased danger, during the entire Vehicle Usage Period assumes full liability for violations of the Terms, legal acts and damage caused to the Company, the Vehicle and/or third parties. The User shall be liable for safety, health, and life of persons who use the Vehicle along with the User (e.g., passengers), also for damage, destruction or loss of their own assets or assets of other persons, unless applicable legal acts provide otherwise.
- 7.2. No provisions of these Terms restrict the right of the Company to levy debt enforcement on third parties (according to tort or quasi-tort liability), who by their actions or omissions caused damage to the Company, however, such a right of the Company does not anyhow limit the above-mentioned liability of the User.
- 7.3. For the purposes of these Terms, the damage(s) suffered by the Company consist(s) (including, without limitation):
  - 7.3.1. damage to the reputation of the Company, its goodwill and good name, trade mark and trade name, its corporate principles, also for social image of the Company;
  - 7.3.2. damage to the Vehicle (including impairment of its value), its parts and assets belonging to the Company or other persons therein, including accessories of the Vehicle;
  - 7.3.3. all the costs in connection with the Vehicle transportation, security, cleaning, parking, repairs (both actually incurred costs and costs not yet incurred but determined and estimated by an independent damage assessor as necessary Vehicle repair costs);
  - 7.3.4. costs in connection with damage assessment, determination, loss adjustment and administration;

- 7.3.5. costs in connection with sale, disposal of the Vehicle;
  - 7.3.6. debt enforcement costs;
  - 7.3.7. indirect damages (e.g., lost income, Vehicle idle time);
  - 7.3.8. costs for damage prevention or its reduction.
- 7.4. Without prejudice to the application of any provisions of these Terms, the User shall be fully responsible for damage to the Vehicle:
- 7.4.1. if the Vehicle, its accessories or some part of it or the Vehicle, its accessories or some parts of it is stolen or damaged because the driver left windows, sunroof open, hardtop retracted, doors unlocked, etc.;
  - 7.4.2. if the Vehicle or some part of it is stolen or damaged by persons who used the Vehicle with the User or with the knowledge and at will of the User.
- 7.5. The User shall not be responsible for damage to the Vehicle, the Company or other persons, when:
- 7.5.1. such damage is done through the fault of the Company and/or third parties (except for the fault of third parties discussed in paragraph 7.6 of the Terms, liability for which lies with the User);
  - 7.5.2. breaking down of the Vehicle is the consequence of previous operation or wear and tear of the Vehicle if the User immediately informed the Company about it and carried out instructions of the Company;
  - 7.5.3. there are other lawful grounds, limiting or cancelling the User's liability (for example, *force majeure*, acts of the state, etc.).
- 7.6. In cases when a third party makes a breach of the Terms or performs other illicit actions or omissions and/or causes damage to the Company and/or other persons, including the User themselves, to whom the User, by his active or passive actions and/or omissions, directly or indirectly, intentionally or by reason of negligence, allows, consents, transfers or otherwise enables, or makes it possible, or in any other way creates a possibility to a third party or a group of third parties to get into, control and/or otherwise use the Vehicle, its accessories and/or his Account, or does not prevent it:
- 7.6.1. the User assumes all risks, liability and damages for breaches of the Terms, laws committed by actions or omissions of third parties and/or damage caused to the Company and/or third parties;
  - 7.6.2. the fines, indemnification for damage(s), other liability indicated in the Terms and all their consequences shall apply to the User, deeming that such actions and breaches were committed and damage was caused by the User themselves;
  - 7.6.3. the means indicated in the Chapters IX–X of the Terms (Account blocking, prohibition of use of the Services, etc.), indicated in, and all their consequences shall apply to the User, deeming that such actions and breaches were committed by the User himself;
  - 7.6.4. all other consequences of such actions and omissions shall apply to the User, deeming that such actions (omissions) were committed by the User himself.

#### *Fines*

- 7.7. The Terms discuss fines and conditions, principles and procedure of imposing them, whereas specific types of fines and their specific amounts are indicated in the Pricelist, which can be periodically updated. The Pricelist can be found on the Website and in the App. In any case, the User must get familiar with the Pricelist in the App, applicable to each reservation and currently valid before they confirm each reservation.
- 7.8. The fines discussed in the Terms and listed in the Pricelist shall be deemed liquidated damages of the Company, which cannot be challenged and need no proving, including damage to the Company's reputation, goodwill and good name, trademarks and trade name, its corporate principles, as well as the social image of the Company, also including all other inconvenience, restrictions, costs, loss of revenue, etc. suffered by the Company because the User fails to properly perform requirements of the Terms or

defaults on them, i.e., which are caused by unlawful actions of the User. All fines imposed on the User in accordance with these Terms and the amounts of which are indicated in the Pricelist, are, first of all, intended to ensure proper performance of the obligations of the User provided for in these Terms, second, to compensate the Company for damages, therefore, they cannot be interpreted or understood as punitive damages, aimed at punishing the User, even if they are called "fines, penalties".

- 7.9. All fines indicated in the Terms, except for the exceptions specifically provided for in the Terms, are inclusive, i.e., they include damages suffered by the Company. Moreover, upon payment of a fine indicated in the Pricelist, the User must indemnify the Company for all additional amounts or additional types of damages, which are not covered by the fine paid. Payment of a fine does not release the User from the duty to compensate all other damages of the Company, which are not covered by the fine paid. Further, imposition of a fine does not release the User from the duty to perform other obligations provided for in these Terms and/or legal acts, to the extent the fine paid by the User does not cover or does not replace such obligations according to their essence and substance. All cases of different types of damage(s) caused by individual actions of the User shall be determined and assessed separately, even if they are caused at the same time. Indemnification for individual/different types of damage(s) caused by such individual actions of the User (by paying a fine and/or compensating for damages) shall not be mutually inclusive and shall apply individually for each type of such damage and the respective actions of the User that caused it.
- 7.10. The User must pay the Company a fine of the amount indicated in the Pricelist, including but not limited to, the following cases (the list of cases indicated below is presented for illustration purposes only and the exhaustive list of fines can be found in the Pricelist):
- 7.10.1. for damage to or loss of the Vehicle, its parts, accessories, supplements (including the Vehicle key) or equipment;
  - 7.10.2. for smoking in the Vehicle;
  - 7.10.3. for improper use of the Fuel Card;
  - 7.10.4. for dangerous, reckless or careless driving;
  - 7.10.5. for a soiled, dirty Vehicle, when it becomes dirtier than in case of ordinary use of Vehicles (for example, in case of driving off roads, in woods, water bodies, shallow swamps, mountains, in places accessible only with special transport or specially prepared vehicles, or in violation of the Road Traffic Regulations, etc.);
  - 7.10.6. for driving under the influence of alcohol (above 0.00 per mille), narcotic substances and other substances affecting mental state (or when the User consumed alcohol or used other intoxicating substances after the traffic accident before its circumstances were established, or avoided undergoing a blood alcohol or intoxication test (for the purposes of these Terms, blood alcohol content or intoxication shall be understood as defined in legal acts). The User must pay the Company a fine in the amount indicated in the Pricelist for driving under the influence of alcohol (above 0.00 per mille), narcotic substances and other substances affecting mental state also in those cases when they transferred the Vehicle or otherwise made it possible for another person to drive it when they were under the influence of alcohol (above 0.00 per mille), narcotic substances or other substances affecting mental state, or when such a person avoided undergoing a blood alcohol or intoxication test;
  - 7.10.7. for misappropriation, loss of the Vehicle, assets therein, misappropriation of fuel;
  - 7.10.8. for allowing other persons to use the User's Account or the Vehicle;
  - 7.10.9. for leaving the Vehicle (i.e., finishing the trip) outside the Parking Zones marked and shown in the App;
  - 7.10.10. for leaving the Vehicle (i.e., finishing the trip) in such condition that it can no longer be used to continue the trip;

7.10.11. for violation of other provisions of these Terms or legal acts.

- 7.11. The User, having paid a fine to the Company or having compensated it for damages, shall not acquire any title to the Vehicle or any part of it or any rights of recourse to the Company or the owner of the Vehicle.

*Special provisions on fines*

- 7.12. In case of fuel misappropriation, the User must pay the Company a fine indicated in the Pricelist, which is meant to compensate damages suffered by the Company in connection with preclusion, prevention, identification, administration of such events, also must compensate for the full value of the misappropriated fuel in addition.
- 7.13. In case the User leaves the Vehicle (i.e., ends the trip) not in Parking Zones marked in the App and that happens outside Lithuania, the User must pay the Company a fine indicated in the Pricelist, which is intended to compensate the Company for damages suffered in connection with preclusion, prevention, identification, administration of such events, also must compensate for all the Vehicle transportation and other additional costs incurred by the Company.
- 7.14. In case the User loses the Vehicle starting keys, the User must pay the Company a fine indicated in the Pricelist, which is intended to compensate the Company for damages suffered in connection with preclusion, prevention, identification, administration of such events, also must compensate for all key acquisition (production) and programming costs.
- 7.15. The fine indicated in the Pricelist for driving under the influence of alcohol (above 0.00 per mille), narcotic substances and other substances affecting mental state (or when the User consumed alcohol or used other intoxicating substances after the traffic accident before its circumstances were established, or avoided undergoing a blood alcohol or intoxication test) shall be regarded as liquidated damages of the Company agreed by the User and the Company in advance, which cannot be challenged and need no proving, inflicted through causing damage to the Company's reputation, goodwill and good name, trademarks and trade name, its corporate principles, as well as the social image of the Company, it is also meant to compensate the Company for all other inconvenience, restrictions, costs, loss of revenue, etc. that the Company suffers by reason that the User defaults on or fails to properly fulfil requirements of the Terms. The above-discussed fine also performs the function of ensuring proper fulfilment of the User's obligation not to drive under the influence of alcohol (above 0.00 per mille), narcotic substances and other substances affecting mental state, as described in more detail in these Terms, and the related preventive function.

*Damages caused by a traffic accident*

- 7.16. Save for the exceptions indicated in paragraph 7.17 of the Terms, in those cases when a traffic accident resulted in damage to the Vehicle or other damage to the Company, and the User is at fault for such a traffic accident, the User **shall compensate the Company for the amount of damages, caused by such a traffic accident, not in excess of EUR 600 (six hundred)** and shall not have to compensate the Company for damages exceeding the said amount in case of such an accident. In such a case, the Company assumes all the remaining damages, caused by such a traffic accident, that are in excess of the amount of EUR 600 (six hundred). If damage caused by the User to the Company in case of such a traffic accident is below the indicated amount of EUR 600 (six hundred), the User shall compensate the Company for the actual amount of damages. In exceptional cases for a specific Vehicle the Company has a right to determine greater than 600 (six hundred) euros compensable damages amount by announcing this in the App and (or) Website.
- 7.17. In the cases indicated below, if a traffic accident resulted in damage to the Vehicle or other damage to the Company, the User (or another person indicated in paragraph 7.6 of the Terms) being at fault for such a traffic accident, the User must **compensate the Company for all damages, the amount of which is not limited to the amount indicated in paragraph 7.16 of the Terms:**

7.17.1. when damage appeared when the Vehicle was participating in any sports competitions, sports

- racing or sports training;
  - 7.17.2. when the Vehicle was controlled by a person having no such right;
  - 7.17.3. when the Vehicle is used for purposes it is not designed or intended for (including when the traffic accident happened when driving terrains not intended for motor traffic (frozen water bodies, woods, meadows, etc.));
  - 7.17.4. when a person does not have the right to drive Vehicles of such category or any Vehicles, or when a Vehicle is controlled by an unauthorised possessor (including persons, who were given the Vehicle by the User in breach of these Terms);
  - 7.17.5. when the driver used the Vehicle under the influence of alcohol (above 0.00 per mille), narcotic substances and other substances affecting mental state (also when the User consumed alcohol or used other intoxicating substances after the traffic accident before its circumstances were established, or avoided undergoing a blood alcohol or intoxication test);
  - 7.17.6. when damage is done intentionally or by reason of gross negligence (e.g., major speeding (20 or more km/h above permitted speed limit); dangerous or reckless driving such as drifting; deliberately driving through a flooded area; "Overtaking prohibited", "Give way", "Stop", "Turning to the right is prohibited", "Turning to the left is prohibited", "Turning in the opposite direction is prohibited" ("No U-turn") signs ignored, "Double continuous line" marking on road ignored, or other gross violations of the Road Traffic Regulations);
  - 7.17.7. when damage to the Vehicle is caused in case of breach of the requirements of paragraphs 5.3.11, 5.3.12 of the Terms;
  - 7.17.8. when the User abandons the place of the accident;
  - 7.17.9. when the User does not perform instructions of the traffic police or other competent authorities;
  - 7.17.10. when the User uses the Vehicle for a criminal offence;
  - 7.17.11. when the User does not immediately report the traffic accident to the Company, the police, the fire service and (or) other competent authorities or services;
  - 7.17.12. when the User violates the obligations provided for in paragraph 7.19 of the Terms.
- 7.18. When a wrong fuel is filled into the Vehicle fuel tank, the User shall compensate the Company for damages suffered by this reason, **however not in excess of EUR 600 (six hundred)**. The Pricelist may indicate other cases when the amount of damages to be compensated by the User does not exceed 600 (six hundred) euros.

*Damage(s) caused to third parties during a traffic accident. Insurance*

- 7.19. In case of a traffic accident, the User must perform the obligations imposed by the Law of the Republic of Lithuania on Compulsory Insurance against Civil Liability in Respect of the Use of Motor Vehicles, including:
- 7.19.1. take all available and reasonable measures to reduce the potential damage, take all the measures necessary to provide medical aid to injured persons and protect their property as much as possible;
  - 7.19.2. immediately report the traffic accident to the police in cases defined in the Road Traffic Regulations;
  - 7.19.3. in cases provided for in legal acts, fill in a declaration of a traffic accident and draw a scheme of the traffic accident in it, describe the circumstances of the traffic accident and present the declaration for signature to all the participants of the traffic accident;
  - 7.19.4. provide other participants of the traffic accident with the information necessary to identify the insurance undertaking which covers the User against civil liability;



- 7.19.5. immediately notify the Company about the accident.
- 7.20. The User must indemnify for the damage caused to third parties or otherwise compensate for the damage caused to them during the traffic accident (or compensate such amounts to the civil liability insurer) in those cases when through the fault of the User or other reasons, for which the Company is not liable, the insurer refuses to pay the insurance compensation according to the policy of insurance against civil liability in respect of the use of motor vehicles:
- 7.20.1. the User violated the obligations provided for in paragraph 7.19 of the Terms;
  - 7.20.2. there are circumstances indicated in paragraph 7.17 of the Terms;
  - 7.20.3. damage appeared when the Vehicle was not participating in public road traffic: was in a garage, repair shops, another place not intended for road traffic, was used for non-road work;
  - 7.20.4. in cases when the damage exceeds the amounts indicated in the insurance policy against civil liability in respect of the use of motor vehicles, or where the insurer, the Motor Insurers' Bureau of the Republic of Lithuania, etc., refuses to pay an insurance compensation for other reasons, for which the Company is not responsible;
  - 7.20.5. in cases where the insurance policy against civil liability in respect of the use of motor vehicles is invalid or the insurer refuses to pay an insurance compensation because of the User's fault.

*Damage assessment. Loss adjustment*

- 7.21. Where the Company suffers damage (except for cases when the amount of damages is included in the liquidated damages (fines) agreed by the parties in advance, the amounts of which are indicated in the Pricelist), the amount of damage(s) suffered by the Company is determined by involvement of professional independent certified (licensed) damage assessors and (or) other service providers by the Company.
- 7.22. The Company or the loss adjustment expert involved by it, upon receipt of initial information, shall perform investigation of the accident, during which the User, witnesses of the accident can be questioned, the place of the accident can be examined, requests for information can be sent to relevant law enforcement, law and order institutions, medical institutions performing expert medical examination, also organisations maintaining lists of persons with psycho-neurological, toxicological, drug abuse problems, as well as other organisations, companies or institutions. If necessary, photos shall be made, expert examinations, investigations shall be performed. During the entire process of damage assessment and investigation, the User shall have the right to present additional material, explanations, evidence to the Company and (or) the loss adjustment expert involved by it.
- 7.23. Damage to the Vehicle and damage(s) suffered by the Company shall be determined following the methodologies for assessment and valuation of vehicles, other assets, damage assessment methodologies and rules, which must be followed by the loss adjustment experts according to legal acts valid in the Republic of Lithuania, when determining damage to the Vehicle.
- 7.24. The Company or the loss adjustment expert involved by it shall inform the User about the start of the loss adjustment process and, when the damage assessment is complete, shall provide the User with the damage assessment report and (or) expense estimate and (or) related documents and information. The conclusions of the Company or the loss adjustment expert involved by it shall be binding to the User unless it is proven under the procedure set in paragraph 7.25 of these Terms that they are materially different from the actual situation.
- 7.25. The User may raise his reasoned objections to the damage assessment performed by the Company or the loss adjustment expert involved by it within a period of 7 (seven) days, presenting a damage assessment and valuation report prepared by an independent certified (licensed) assessor involved by the User, which is in line with legal requirements applicable to such assessment and documents (hereinafter referred to as the **Alternative Damages Report**). The Alternative Damages Report presented by the User and other documents presented by the User to the Company shall be evaluated together with other information collected and prepared by the Company and the loss adjustment expert involved by it and other service providers. In case of any disagreements between the parties about the sum of damages, the

final conclusion on this issue shall be presented by the loss adjustment expert involved by the Company, whose conclusions shall be binding on the Company and the User. The User shall cover all costs related to the Alternative Damages Report and the work of an independent damage assessor hired by the User or third parties.

- 7.26. The User shall cover damage assessment, adjustment and administration costs incurred by the Company, also shall cover all expenses of an alternative or additional investigation or damage assessment, which are incurred by the User in exercise of the rights provided for in paragraph 7.25 of the Terms.

#### *Additional fees*

- 7.27. If the User, violates the Road Traffic Regulations while using the Vehicle, the Company shall have the right to charge an administration fee, the amount of which is indicated in the Pricelist. The administration fee is intended to cover minimal costs incurred by the Company in connection with administration of such a violation.
- 7.28. All the fines imposed by the State for violations of the Road Traffic Regulations shall be borne by the User.
- 7.29. The User must pay the road toll for using roads for freight Vehicles under the procedure set by legal acts themselves (more information can be found at: <https://www.keliumokestis.lt/>).
- 7.30. In cases set forth in the Terms, the User shall also cover costs incurred by the Company in connection with the administration of damage or debt caused by the User, except for cases when such costs are already covered by the amount of the fine indicated in the Pricelist.
- 7.31. The User must also pay any other additional fees indicated in the Pricelist.

#### *Terms of payment of fines, additional fees, other amounts*

- 7.32. The Company has the right to automatically debit the amount of the fine and/or additional fees indicated in the Pricelist to the Payment Account. The money shall be debited to the Payment Account immediately after a breach is identified, properly recorded and notified to the User in advance (via the App or otherwise). If the Company does not use this right, the fines and (or) additional fees, indicated in the Pricelist must be paid within 7 (seven) days after the invoice or other relevant document issued by the Company is submitted by the Company to the User.
- 7.33. The User, having received the documents and the invoice regarding the compensation for the determined damages indicated in paragraph 7.24 of the Terms, shall pay the invoice within 7 (seven) days (except for cases when the User exercises his right provided for in paragraph 7.25 of the Terms).

#### *Administrative fines, tolls, fees*

- 7.34. All administrative or other type of penalties, fines, tolls, fees, other payable sums due as a result of the User's improper or illegal operation and use of the Vehicle and (or) violation of legal acts are borne by the User. In the event that administrative or other type of penalties, fines, tolls, fees, other payable sums are collected from the Company, the Company has the right of recourse to automatically receive and recover such sums in full from the User. After receiving information from the police, other competent authorities and (or) legal entities about traffic or other violations, inquiries or requests, the Company shall provide them information about the particular User as a person which was using the relevant Vehicle at a specific time of using the Services.

#### *Liability of the Company*

- 7.35. The Company is responsible for fulfilment of the duties provided for in these Terms and shall compensate the User for damages arisen by reason of improper performance of the duties of the Company only if such damages were caused through the fault of the Company.
- 7.36. Without prejudice to the above provisions, to the extent such limitation of liability is allowed by applicable law, the Company shall not be held liable for:

- 7.36.1. damage the User suffered by reason of being late (e.g., being late to arrive at a certain place, etc.), missing a certain date and time, etc. in connection with use of the Services or due to inability to use the Services;
  - 7.36.2. damage the User inflicted to third parties or their assets by making use of the Services;
  - 7.36.3. damage to the User's assets, health or life, suffered by the User when using the Services;
  - 7.36.4. loss of profit, income, business, opportunity to enter into agreements or contracts, damage to or loss of the opportunity to make use of software, data or information, loss of or damage to reputation;
  - 7.36.5. damages suffered by the User because he could not use the Vehicle upon occurrence of a traffic accident or due to other reasons beyond control of the Company;
  - 7.36.6. damages in excess of the price of the Services failed to be provided or provided improperly.
- 7.37. If the Company does not ensure proper provision of the Services to the User (i.e., during the Vehicle reservation time the reserved Vehicle is not in the place indicated in the App or it cannot be used) and the User informs the Company about it, the Company undertakes at its own choice: (i) to compensate the User for taxi costs, the amount of which shall be agreed by phone and shall not exceed the amount indicated in the Pricelist, or (ii) to give a discount of the relevant amount, transferring the amount to the User's digital wallet.
- 7.38. At the choice of the User: (a) the Company shall set off the amount to be refunded to the User (as agreed between the parties or as determined by the competent authorities) against future payments for the Services or other amounts due to the Company, or (b) transfers the amounts to the Payment Account, or (c) transfer the amount to the User's electronic wallet.
- 7.39. To the extent permitted by applicable legal acts, the Company does not give any guarantees and does not assume any liability for actions or omissions of the User or a third party.

## **VIII. SERVICES PRICE. ADDITIONAL FEES. TERMS OF PAYMENT**

- 8.1. For use of the Services, the User shall pay the Company the price indicated in the Service Rates and valid at the time of ordering (reservation) of the Services, also all additional fees indicated in the App and (or) Pricelist.
- 8.2. The Company has the right, at its sole discretion, to establish and apply various payment packages / plans for the Services. The types of Service packages / plans, fees, terms and conditions, applicable pricing, benefits, and advantages offered, and additional terms (if applicable) are set out on the Website and (or) the App. The Company shall have the right to unilaterally change, set, supplement and (or) revoke the Service Rates, the Pricelist, Service packages / plans, promotions, discounts other reservation conditions, making them public in the App and (or) on the Website. These changes to the Service Rates, the Pricelist, Service packages / plans, promotions, discounts, other reservation conditions shall come into effect after they are made public in the App and (or) on the Website. The User shall check the Service Rates, the Pricelist, Service packages / plans, promotions, discounts applicable to each reservation and with the applicable Pricelist in the App each time before he confirms a reservation.
- 8.3. In the cases indicated in the App and (or) on the Website, additional fees and tariffs, indicated in the Pricelist or the Service Rates, may be charged.
- 8.4. For the purposes of calculation of the fee for the Services, the Usage Period shall start to run from unlocking of the Vehicle (in case of the extended reservation – from the moment of confirmation of the extended reservation time) and shall run until the end of the trip, when the actions indicated in the App are performed (or until the reservation is cancelled), i.e., until the end of the final action referred to in paragraph 5.9 of the Terms. The price of the Services shall be calculated in accordance with the Service Rates and the Pricelist, which are valid at the time of ordering (reservation) of the Services. Locking or unlocking of

a Vehicle (each action separately) may take up to 1 (one) minute, and this time is included in the Usage Period.

- 8.5. Save for cases when a Services package / plan, which provides for other terms and conditions, is applied, the price of the Services for each kilometre covered by the Vehicle shall be calculated by multiplying the number of kilometres travelled by the Vehicle by the rate per kilometre indicated in the Service Rates. The distance covered by the Vehicle shall be rounded up upwards with the accuracy of one kilometre.
- 8.6. The Company shall have the right unilaterally, acting at its own discretion, to set to the User a limit of maximum debt for the Services provided, for use of the Services. The Company shall have the exclusive right unilaterally, acting at its own discretion to change, cancel, reduce or increase this limit at any time.
- 8.7. Before the User starts using a Vehicle, the Company shall have the right to check whether there is enough money in the User's Payment Account and to reserve an amount of which is indicated in the Pricelist in the Payment Account. When the trip ends, the amount payable for the Services can be deducted from the reserved amount; in such a case, if the reserved amount is bigger, the difference is refunded to the Payment Account.
- 8.8. The User must pay for the Services provided no later than at the end of the trip, however, in case of a long-term trip, the Company shall have the right to periodically debit the assessed amounts of the price for the Services to the User's Payment Account before the trip ends. The User consents that no later than at the end of the trip, the price of the Services be automatically debited in the following sequence, holding that at first the amount of the price of the Services shall be debited to:
  - (i) the Vouchers the User has, and if the amount of the price of the Services is in excess of them, the remaining amounts shall be debited to
  - (ii) the amounts in the User's digital wallet,
  - (iii) the Payment Account; in case the User linked the Account to more than one Payment Card, the amounts shall be debited to the Main Payment Card, and where the Main Payment Card does not have sufficient funds – they may be debited to other Payment Cards linked to the Account and so on.

If the price of the Services and other fees fail to be debited and/or the funds in the above-indicated sources are insufficient, the Company shall attempt to debit the price of the Services (its balance) and other amounts automatically at such times as it chooses until the amount is covered in full. In those cases where the User links the Account to more than one Payment Card, settlement of accounts, debiting and other payments provided for in the Terms shall be performed from the Payment Account linked to the Main Payment Card.

- 8.9. The Company has a right to determine and apply the minimum amount payable for the Services (minimum trip price) the application of which is indicated in the Pricelist. The minimum trip price (its size) for each Vehicle is indicated in the App and (or) Website.
- 8.10. In those cases when payments for the Services under the procedure and within the time limits set in paragraph 8.8 of the Terms fails, the User must effect final settlement of accounts for the Services provided by a payment order to the Company's bank account no later than within 7 (seven) days after the issuance of the invoice.
- 8.11. In case debiting fails and/or in case of insufficient funds in the Payment Account, the User shall be able to take a new trip (or reserve a Vehicle) only after the debt is paid in full.
- 8.12. The User shall have the right to indicate invoicing data upon logging into the self-service section on the Website.
- 8.13. The Company shall issue an invoice for the Service provided (based on the data in the App and in the Vehicle system) and shall send it to the User by e-mail on the same day after the Service is provided.

- 8.14. The Company shall issue and present the User with invoices for all fines, additional fees and other indicated in the Pricelist in accordance with the procedure set by legal acts.
- 8.15. Upon receipt of invoices, issued by the Company the User must check, within 7 (seven) days, whether they are correct and, in case of noticing any non-conformities, notify the Company about it. The User must, within 7 (seven) days after the receipt of the invoice, make all claims in connection with the information in the invoices. If the User does not make any claims within the time limit indicated above, it shall be regarded that the User accepts the issued invoice.
- 8.16. The User shall have the right to review the invoices issued to him at any time on the Website, upon logging into the self-service section.
- 8.17. If all the Services provided to the User within the indicated period are paid in full, the notification sent to the User shall indicate that the outstanding balance to be paid by him is equal to EUR 0.00. In any other case, the notification sent to the User shall indicate the outstanding balance of the price of the Services.
- 8.18. If the User wants that the invoice be reissued or corrected, the Company not being at fault (for example, when the User indicates wrong details or the invoice issued to a natural person must actually be issued to a legal entity), such issuance or correction of the invoice shall be subject to payment of a special fee indicated in the Pricelist.
- 8.19. In case the User does not pay for the Services provided in due time and fails to do that within an additional reasonable period set by the Company, the Company shall have the right to authorise a debt enforcement company to perform debt enforcement actions or to assign its right of claim to the User to a debt enforcement company or other economic entities. The Company may transfer the User's personal data it has for debt enforcement, administration, damage assessment and management and similar purposes to public authorities and/or bailiffs, other persons and institutions having the right to receive and process such data.
- 8.20. The User shall pay the Company default interest at the rate of 0.05 % on the amount overdue for each day of delay.
- 8.21. If the User does not pay for the Services and (or) does not return the Vehicle, the Company shall have the right to (i) suspend provision of the Services to the User under the procedure set in Chapter IX of these Terms, (ii) block use of the Vehicle, its unlocking and/or starting of its engine until the User pays for the Services provided, (iii) to collect and return the Vehicle to its control with or without the participation of the User or his representative according to the procedure, scope and cases of the applicable legal acts (with the help of competent authorities and service providers, if necessary), (iv) also to report illegal misappropriation of the Vehicle to the police.
- 8.22. All the amounts payable under these Terms by the User to the Company shall be paid, debited and offset in the following sequence:
- 8.22.1. fines and default interest;
  - 8.22.2. compensation (indemnification), damage compensation;
  - 8.22.3. other fees, tolls and payments due to the Company;
  - 8.22.4. debt for the Services provided.

*Promotions, discounts, Vouchers. General provisions*

- 8.23. The Company may, at its own discretion, introduce and offer various promotions, discounts, special offers and offer Vouchers, by posting their terms, conditions, and requirements on the App and (or) the Website or by notifying the User in any another way.
- 8.24. Vouchers, their types, quantity and expiry date are displayed in the User's Account on the App and (or) on the Voucher.
- 8.25. Except for Vouchers for which the terms of offer or distribution state otherwise:

- 8.25.1. Vouchers may be used by the user to pay the Service price and (or) part thereof;
- 8.25.2. The amount of the Voucher which has not been for the Services cannot be transferred to another Account;
- 8.25.3. The amount of the Voucher which has not been used for the Services cannot be refunded, the validity of the Voucher cannot be extended;
- 8.25.4. The Voucher cannot be exchanged for money and after its acquisition cannot be returned, transferred or the like;
- 8.25.5. Voucher cannot be sold

#### *Discount Vouchers*

- 8.26. The Company has a right to provide the User with discount Vouchers of various sizes, which provide discounts for the Services in the amount specified in the Voucher.
- 8.27. The discount does not apply to the minimum amount payable for the Services (minimum trip price), unless otherwise stated in the terms of offering or distributing discount Vouchers.

#### *Gift Vouchers*

- 8.28. The User may acquire or receive from another person a gift voucher that the User has the right to use to settle accounts for the Services or for other purposes indicated in the App.
- 8.29. The Company offers gift Vouchers of different nominal values and amounts. The User can pay for the Services or part thereof with the gift Vouchers.
- 8.30. The term of validity of the gift Voucher is indicated in the App. If gift Vouchers are not fully used within the period of their validity, it shall be regarded that the Service has been provided to the buyer and such a Voucher shall be annulled.
- 8.31. The Company reserves the right not to accept the gift Voucher or otherwise restrict provision of Services if the User's actions give rise to reasonable suspicion that the gift Voucher is falsified, used in bad faith, unlawful or otherwise breaches the Terms or requirements set by legal acts of the Republic of Lithuania.

#### *Company's discounts and benefits for Users*

- 8.32. The Company may apply to Users various discounts, personal offers, coupons, incentives, etc. (hereinafter referred to as "Benefits"), based on the data provided by the User during the registration process and/or data generated during the use of the Services e.g. the amounts spent on the Services, the frequency of use of the Service and/or other objective criteria determined fairly by the Company. Through such Benefits, the Company seeks to establish and develop a mutually beneficial long-term and sustainable relationship with its Users, to encourage Users to participate more actively in the sharing economy, and thereby to offer Users more attractive pricing for the Services and/or other Benefits in return.
- 8.33. Specific terms and conditions for the allocation, calculation, determination, use, validity, and other terms and conditions of the Benefits shall be set out in the communication message provided by the Company, in the Mobile App and/or on the Website.

#### *Amounts deposited into a digital wallet*

- 8.34. The User shall have the right to transfer an amount of money from the Payment Account to the digital wallet in the Account, which can later be used by the User to pay for the Services under the procedure set in paragraph 8.8 of the Terms. At the User's request, the Company shall return these amounts from the digital wallet to the original Payment Account. The User can check the balance of the digital wallet in the App at any time.

## IX. SUSPENSION OF SERVICES

### *Temporary suspension of the Services (blocking of the Account)*

- 9.1. If, in the opinion of the Company, the User fails to abide by these Terms, does not settle accounts for the Services, attempts to harm the stability and operation of the App, its security, also in other cases imperatively indicated in the Terms (e.g., in Chapter III of the Terms), the Company shall have the right, at its own choice and discretion, to immediately apply one of the following or all these protection measures of temporary character to the User, intended to protect rights and legitimate interests of the User, the Company, other users, third parties (hereinafter referred to as the “**Temporary Protection Measures**”):
  - 9.1.1. to temporarily suspend provision of the Services (to block the Account) (i.e., to restrict a possibility for the User to reserve a Vehicle);
  - 9.1.2. to cancel trips or reservations already ordered by the User, and
  - 9.1.3. to apply other adequate and proportionate measures of temporary character, which are suitable for achievement of the purposes set in this paragraph.
- 9.2. The Temporary Protection Measures may also be applied at the request of the User, i.e., on the initiative of the User himself, besides:
  - 9.2.1. temporary or other analogous means of suspension of the Services, which are applied to the User in Latvia and/or Estonia, i.e., under the User's agreement concluded with SIA CityBee Latvija and(or) CityBee Eesti OÜ, are automatically valid in Lithuania, holding that they have been properly applied to the User and are valid in accordance with the provisions of these Terms;
  - 9.2.2. temporary or other analogous means of suspension of the Services, which are applied to the User for performing the above-mentioned actions using the Company's Services account linked to the account of his employer or other business entity in accordance with the terms applicable to the Company's business customers, are automatically applied to the User's personal Account in accordance with the provisions of these Terms
- 9.3. When selecting the Temporary Protection Measures and establishing the period of their application, the Company shall assess the character, duration of the breach, consequences of the breach, earlier actions of the User in using the Services, other significant criteria.
- 9.4. The Company shall immediately notify the User (in the App or otherwise) about the Temporary Protection Measures applied to the User. The Temporary Protection Measures shall come into force and shall start to apply to the User immediately (including cases when the Company decides to apply them after giving a notification of the breach in accordance with paragraph 9.6 of the Terms).
- 9.5. Upon application of one or several Temporary Protection Measures by the Company under the procedure, terms and conditions provided for in the Terms:
  - 9.5.1. provision of Services to the User shall be temporarily suspended;
  - 9.5.2. fulfilment of duties of the Company related to this shall be temporarily suspended;
  - 9.5.3. the User must immediately end the trip (if the notification is received during the trip) and return the Vehicle to the nearest Parking Zone;
  - 9.5.4. if there a sufficient basis and objective reasons for this (e.g., the User illegally continues use of the Vehicle, refuses to return the Vehicle), to collect and return the Vehicle to its control with or without the participation of the User or his representative according to the procedure, scope and cases of the applicable legal acts, with the help of competent authorities and service providers, as well as to report to the police about the illegal misappropriation of the Vehicle, additionally, the Company shall have the right to block use of the Vehicle, unlocking it and (or) starting its engine.;
  - 9.5.5. the User shall become subject to the general means of liability set forth in the Terms.
- 9.6. Before applying one or more Temporary Protection Measures, the Company shall have the right but not

the duty to demand that the User correct the breach within a time limit set by the Company.

- 9.7. Temporary Protection Measures shall be lifted and the possibility to use the Services shall again be given:
  - 9.7.1. upon receipt of a written request of the User, provided that:
    - 9.7.1.1. the User corrects the breach (breaches) and its (their) consequences (e.g., covers the debt, etc.);
    - 9.7.1.2. other reasons that were the cause for application of such Temporary Protection Measures disappear;
  - 9.7.2. on the initiative and at the discretion of the Company.
- 9.8. If, upon the end of the time limit indicated in paragraph 9.3 of the Terms, the Temporary Protection Measures are not lifted under the procedure set in paragraph 9.7 of the Terms, the Company shall terminate the Agreement under the procedure set in Chapter X of the Terms.
- 9.9. The Company shall have the right to apply Temporary Protection Measures at its own choice and discretion together with or instead of means of liability provided for in Chapter VII of the Terms.

## **X. TERMINATION**

- 10.1. The User shall have the right to terminate the Agreement at any time for any reasons and require deletion of his Account, having served a written notification about that to the Company or submitting such request in the App. The Company, having received the User's notification about the termination of the Agreement, shall terminate the Agreement and delete the Account no later than within 7 (seven) days. Termination of the Agreement shall not release the User from performance of obligations having arisen before the termination of the Agreement.
- 10.2. The Company shall have the right to terminate the Agreement with the User, having informed the User (by a notification in the App, by e-mail and/or SMS) about it 7 (seven) days in advance in the following cases:
  - 10.2.1. when a Vehicle was controlled by a person having no such right;
  - 10.2.2. when a Vehicle is used for purposes it is not designed or intended for;
  - 10.2.3. when the driver used a Vehicle under the influence of alcohol (above 0.00 per mille), narcotic substances and other substances affecting mental state (also when the User consumed alcohol or used other intoxicating substances after the traffic accident before its circumstances were established, or avoided undergoing a blood alcohol or intoxication test);
  - 10.2.4. when the User caused damage to a Vehicle intentionally or by reason of gross negligence (e.g., due to major speeding, dangerous or reckless driving, other gross violations of the Road Traffic Regulations);
  - 10.2.5. in case of reckless and dangerous driving;
  - 10.2.6. when the User abandons the place of the accident;
  - 10.2.7. when the User does not perform instructions of the traffic police or other competent authorities;
  - 10.2.8. when the User uses the Vehicle for a criminal offence;
  - 10.2.9. when the User does not report the traffic accident to the Company, the police, the fire service and/or other competent authorities or services;
  - 10.2.10. when the User violates the obligations provided for in paragraph 7.19 of the Terms;
  - 10.2.11. when the User does not cover his debt for the Services for more than 6 (six) months;
  - 10.2.12. Temporary Protection Measures applied to the User are not cancelled by the end of the time limit indicated in paragraph 9.3 of the Terms or the Company finds existence of other grounds for termination of the Agreement listed in this paragraph before the end of the time limit indicated in



paragraph 9.3 of the Terms;

- 10.2.13. Temporary Protection Measures are applied to the User for three or more times within one calendar year;
  - 10.2.14. when the User creates an Account violating requirements of the Terms and/or legal acts;
  - 10.2.15. when the User acts in gross breach of these Terms and/or keeps breaching these Terms, and/or there are other objective circumstances, by reason of which, in the opinion of the Company, the User poses a threat for other users, customers, society, the Company, the Vehicle;
  - 10.2.16. when the User does not use the Services for 3 (three) years or more;
  - 10.2.17. in cases and under terms and conditions set forth in legal acts.
- 10.3. Besides, the Company shall have the right to apply the Temporary Protection Measures to the User provided for in Chapter IX of the Terms before the termination of the Agreement.
- 10.4. Cases listed in paragraph 10.2 of the Terms also include cases when a breach of the Terms is committed or other indicated actions are performed and/or damage to the Company and/or other persons, including the User themselves, is caused by a third party, to whom the User, by their active or passive actions and/or omissions, directly or indirectly, intentionally or by reason of negligence, allows, consents, transfers or otherwise enables, or makes it possible, or in any other way creates a possibility to a third party or a group of third parties to get into, control and/or otherwise use the Vehicle, its accessories and/or his Account, or does not prevent it, or to the User performs the above-mentioned actions while using the Company's Services account linked to the account of his employer or other business entity in accordance with the terms applicable to the Company's business customers.
- 10.5. After the Company terminates the Agreement with the User under the procedure, terms and conditions set in the Terms:
- 10.5.1. the Account shall be cancelled;
  - 10.5.2. provision of the Services shall be discontinued;
  - 10.5.3. fulfilment of duties of the Company related to this shall be discontinued;
  - 10.5.4. the User must immediately end the trip (if the notification is received during the trip) and return the Vehicle to the nearest Parking Zone;
  - 10.5.5. if there a sufficient basis and objective reasons for this (e.g., the User illegally continues use of the Vehicle, refuses to return the Vehicle), the Company shall have the right to block use of the Vehicle, unlocking it and/or starting its engine, also to collect the Vehicle without the participation of the User;
  - 10.5.6. it shall be regarded that the Agreement has been terminated through the fault of the User;
  - 10.5.7. the User shall be subject to the means of liability set forth in the Terms.

#### *Prohibition of future use of the Services*

- 10.6. If the Agreement with the User is terminated for any reason, the Company shall have the right, acting at its own choice and discretion, to restrict a possibility for the User or prohibit him from entering into the Agreement in the future and using the Services for a period established by the Company. The duration of measures provided for in this paragraph of the Terms shall be up to 10 years, save for exceptional cases (e.g., drink driving or driving under the influence of substances affecting mental state, causing great harm to the Company or other persons (their assets, health, life) by wilful acts or gross negligence of the User), in which the Company may, at its own discretion, apply a longer period of application of such measures.
- 10.7. When applying such measures and selecting the period of their application, the Company shall assess the character of the breach, degree of danger, duration, consequences caused, earlier actions of the User in using the Services, other significant criteria.

- 10.8. For the whole period indicated in paragraph 10.6 of the Terms, the User shall be prohibited from:
- 10.8.1. using the Services;
  - 10.8.2. creating a new Account;
  - 10.8.3. attempting to circumvent or evade this prohibition by any means;
  - 10.8.4. creating an Account in the name of another person, using other persons' Accounts, etc.
- 10.9. Upon the end of the time limit indicated in paragraph 10.6 of the Terms or earlier, if the User thinks that circumstances/reasons for application of the restrictions indicated in paragraph 10.6 of the Terms disappeared, the User shall have the right to make a reasoned request to the Company regarding a possibility to re-create the Account and start using Services of the Company again.
- 10.10. The Company shall have the right, acting at its own discretion, to unilaterally cancel the restrictions for the User indicated in paragraph 10.6 of the Terms earlier than at the end of the time limit indicated in paragraph 10.6 of the Terms.
- 10.11. On the grounds, under the procedure and within the time limits indicated in the Privacy Policy, the Company shall have the right to keep processing the User's data also after the termination of the Agreement and deletion of the Account, necessary for achievement of the purposes provided for in this Chapter of the Terms and in the Privacy Policy.

## **XI. PERSONAL DATA PROCESSING PROVISIONS**

- 11.1. The Company undertakes to comply with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (hereinafter referred to as the "GDPR"), national laws on the legal protection of personal data and other legal acts regulating the protection of personal data when processing personal data.
- 11.2. The User is informed and agrees that in order to receive the Services provided by the Company, he/she must provide the personal data requested during registration. The Company does not use alternative means of collecting personal data, given the nature of the Services provided, the remote provision of the Services, and the technologies used. If the User does not agree to provide the requested personal data in the manner indicated, it is recommended not to create an Account as the Services cannot be provided.
- 11.3. The User is informed that the Company, in providing the Services, is entitled to collect, process, and use the User's personal data provided during the registration process, the data generated during the use of the Service, and the data of the Vehicle itself (including the detailed GPS location of the Vehicle) to the extent necessary for the performance of the Agreement or for the protection of the Company's rights and / or for the detection of infringements or other criminal offences.
- 11.4. The Company provide transparent and detailed information on how it collects and processes Users' personal data in its Privacy Policy. The User is recommended to familiarize themselves with the purposes, legal grounds, scope of data, and other information regarding the processing of the personal data provided during registration and generated during the provision of the Service, which can be found in the most up-to-date Privacy Policy of the Company at: <https://citybee.it/en/privacy-policy/>.
- 11.5. The Company shall have the right to contact the User by telephone, Mobile App and/or e-mail in case of important notifications regarding changes to the Agreement and/or for any other specific reason related to the provision of the Service and/or exercise of the rights and obligations under the Agreement terms.
- 11.6. Subject to the User's consent, the Company shall be entitled to send general and/or personal offers (including partner offers), Benefits, and other information about the Services, which are classified as direct marketing offers. The User has the right to unsubscribe from direct marketing messages at any time and

easily through the settings of the Mobile App (in the Offers subscription section) or in the newsletters sent to him/her by clicking on the unsubscribe link.

- 11.7. When administering the Benefits provided to the User, i.e. various discounts, personal offers, vouchers, and incentives, in addition to the registration data (i.e. gender, date of birth, address, etc.), the Company also processes data on the use of the Services (i.e. amounts spent on the Services, frequency of use of the Service, duration of travel, etc.). Accordingly, the Company uses automated analysis of personal data and profiling of Users' personal data to provide the most relevant Benefits to the User. These actions are an integral part of the provision of the Services aimed at improving the Service experience and are based on the Agreement. This automated decision-making and/or profiling carried out does not have any impact on the provision of the Services and/or any other legal or similar significant effect.

## **XII. FINAL PROVISIONS**

- 12.1. The Company shall have the right to amend these Terms unilaterally, notifying the User about this by e-mail; amendments to the Terms shall also be indicated in the App and on the Website. Amendments to the Terms shall come into effect in 5 (five) days after they are notified to the Users. If the User orders (reserves) Services according to the amended Terms, it shall be regarded that the User accepted the amendments. As for the reservations made (trips started), in all cases the version of the Terms, which was in effect at the moment of the reservation, shall apply.
- 12.2. The Company shall have the right to unilaterally set, change, supplement and (or) revoke the Service Rates, the Pricelist, other reservation conditions at any time, making them public in the App and (or) on the Website. These changes shall come into effect after they are made public in the App and (or) on the Website. As for the reservations made (trips started), the rates which were in effect at the moment of the reservation, shall apply.
- 12.3. For the purposes of these Terms, it shall be regarded that the User is properly informed in writing on the next day after: (i) the User is sent an e-mail notification at the e-mail address indicated in his Account; or (ii) the App notification is given in his Account.
- 12.4. For the purposes of these Terms, it shall be regarded that the User has properly informed the Company in writing on the next day after he: (i) sends an e-mail notification from the e-mail address indicated in his Account to the Company's e-mail address support@citybee.lt; or (ii) makes a request at the e-mail address support@citybee.lt signed with a qualified e-signature (e.g. by use of Smart-ID or mobile signature). In cases when, in accordance with the Terms, the User must immediately inform the Company, such a duty of the User shall be deemed properly fulfilled only if the Company is informed by means of direct and instant communication, i.e., by a phone call.
- 12.5. The Company shall have the right to unilaterally transfer all or some of the rights and obligations arising out of these Terms and/or the Agreement to a third party, (i) having informed the User or all the Users about it in writing in advance (by sending a general notification by e-mail or by means of an App notification in the Account), and (ii) having ensured that the scope of rights of the User does not decrease by reason of such a transfer.
- 12.6. All the rights, which are not expressly given to the User under the Terms, shall lie with the Company. The App, all data collected by use of the App (including all related intellectual property rights) are and shall remain the property of the Company, companies related to the Company or licence holders. The Company shall have the right to keep using the content provided by the User also after the termination of the Agreement, which cannot be used elsewhere than in the App or which is related only to the activities of the User by use of the App, or which is related to other data of the Company and cannot be disassociated or can be disassociated only by using disproportionate efforts, or which was created by the User together with other persons, and other customers or persons shall be able to continue using the content.
- 12.7. The User shall not have the right and cannot allow any third parties to:
- 12.7.1. use, display or manage names, marks or works of the Company or CityBee for any purposes other

than for use of the App;

- 12.7.2. create or register any signs, domain names, software program names or titles, or social media user names or profiles, containing the Company's names, marks or works, or confusingly or substantially similar marks, names, titles or works;
  - 12.7.3. use names, marks or works of the Company or CityBee as an image or screen wallpaper in his social media profile;
  - 12.7.4. buy keywords (including but not limited to *Google AdWords*), containing names, marks or works of the Company or CityBee; or
  - 12.7.5. register, indicate, use, copy and/or request title, for any purposes and in any ways, to names, signs, marks or works, or any confusingly or substantially similar name, mark, sign, title or a piece of work, separately or together with other letters, punctuation marks, words, symbols, drawings and/or other creative works or elements, save for the exceptions indicated above.
- 12.8. Invalidity of any paragraphs of the Terms shall not affect the validity and enforceability of other paragraphs of the Terms. Any such invalid, unlawful or unenforceable paragraph shall be deemed annulled.
- 12.9. Any claims regarding the Services must be made no later than within 3 (three) months after the User becomes (should have become) aware about improperly provided Services. The Company shall seek to respond to the User's claim as soon as possible, however, in any case no later than within 14 (fourteen) calendar days after the receipt of the claim. If the Company does not satisfy the User's claim or satisfies it only in part, the User shall have the right to address the national consumer rights protection institution, i.e. the State Consumer Rights Protection Authority (<http://www.vvtat.lt/>, phone: +370 5 262 67 51; requests or complaints can be sent at the e-mail address: [tarnyba@vvtat.lt](mailto:tarnyba@vvtat.lt), posted or delivered at Vilniaus g. 25, LT-01402 Vilnius, Lithuania (or at addresses of territorial units <http://www.vvtat.lt/vartotojams/aptaarnavimas/432>)).
- 12.10. The User can use the European online dispute resolution (ODR) platform (for more information, see <https://ec.europa.eu/consumers/odr>). This provision in no way limits the right of the User to address a competent court for defence of his rights.
- 12.11. Any and all disputes and disagreements between the parties shall be settled in a competent court of the Republic of Lithuania. These Terms shall be interpreted and applied in accordance with law of the Republic of Lithuania.
- 12.12. On any and all issues arising in connection with these Terms, the User may address the Company by phone +370 700 77084, e-mail: [support@citybee.lt](mailto:support@citybee.lt).

The Terms were last updated and are valid from **4<sup>th</sup> of March 2024**.