

## **AGREEMENT MobileCar**

Individual entrepreneur Andrey Zhukovsky, hereinafter referred to as "Contractor", guided by the Ukrainian legislation on the one part, and the person named hereinafter as "Client" who has accessed to the stated Agreement by means of registration activities in the MobileCar mobile application provided for by the Agreement and / or its appendixes, on the other part, hereinafter jointly referred to as the "Parties", have agreed to be guided by this agreement and its appendixes, on the following.

### **GENERAL PROVISIONS**

This Agreement is a contract of accession (under Article 634 of the Civil Code of Ukraine) and is concluded by the Client's accession to all of its conditions in general. The Client can not offer his/her terms and conditions. The Client, in case of accession to this Agreement, has unequivocally determined and evaluated his/her ability and necessity to enter into this Agreement (accession to it).

This Agreement is not a rental agreement.

This Agreement is not a public offer. Under Art.6, 627 of the Civil Code of Ukraine the Parties are free to enter into the Agreement, to choose a counterparty and to determine the terms of the Agreement, taking into account the requirements of the current legislation.

The contract is published by posting on the website of the Contractor: <https://mobilecar.com.ua/dogovor/>. The rendering of services under the Agreement is regulated by this Agreement, its appendixes, the User Agreement, and restrictions established by the Contractor, and other regulatory enactments.

### **1. Terms and definitions**

1.1. In this "MobileCar Agreement" (hereinafter referred to as the "Agreement") the following terms are used and defined below.

1.2. The Contractor means Individual entrepreneur Andrey Zhukovsky (TIN 2666432299), and also, in the applicable part, another person to whom individual entrepreneur (referred to below as IE) Andrey Zhukovsky, ceded his rights under the Agreement, or a person to whom the rights of IE Andrey Zhukovsky are passed on other grounds.

1.3. The Vehicle means a vehicle, provided to the Client for temporary use by the Contractor under the terms of this Agreement.

1.4. The Client means an individual who has acceded to the Agreement in the indicated ways.

1.5. The Tariffs mean the amount of emolument of the Contractor, charged by the Contractor from the Client, set forth in Appendix No. 2 to the Agreement. They are an integral part of the Agreement. The general tariff is placed at: <http://MobileCar.com.ua> Other Tariffs (including those used within special offers) are posted on the Website and in the Mobile Application and are an integral part of Appendix No. 2 to the Agreement.

1.6. The Mobile Application MobileCar means an electronic application for the Mobile Device that provides the possibility to use the MobileCar service, namely: the Client's registration in the service, the request for the use of the Vehicle, the reservation of the Vehicle, the beginning and the end of the Vehicle Session, and other actions arising from the Contract. To install the MobileCar Mobile application on the Mobile Device, the Client independently performs the necessary actions using the services [www.itunes.apple.com](http://www.itunes.apple.com) and (or) [www.play.google.com](http://www.play.google.com) on the Internet.

1.7. The Mobile Device means an electronic device (tablet, smartphone, mobile phone, etc.) running on the basis of operating systems iOS or Android.

1.8. The Website – <http://MobileCar.com.ua> The Website provides an opportunity under the condition of Client Registration and Client Authorization in the MobileCar Mobile application to perform actions implied by the Agreement and provided for by the Website functional.

1.9. Client Registration in the mobile application MobileCar means the Client performing the actions provided by the instructions that are set forth in the Agreement (its appendixes), on the Website or in the MobileCar Mobile Application (the Procedure for Registration and Authorization), for the purpose of obtaining by the Client the possibility of using the MobileCar Mobile Application and / or the Website for the purpose of implementing this Agreement.

1.10. The Client Authorization in the MobileCar Mobile application means the performing of actions specified in the instructions of the Website and the MobileCar Mobile Application (Registration and Authorization Procedure) for the purposes of Client Identification through the introduction of the Login and Password (Generated Password) known to the Client and stored by him/her in secret in order to use the Mobile Application.

1.11. The Client Account means aggregate data about the Client – a user of the MobileCar Mobile application used for his/her Identification and containing information about the Client, including personal data

entered by him/her, and serving to manage the MobileCar Mobile application service on behalf of the Client.

1.12. The Account means an individual section in the MobileCar Mobile application, access to which is carried out by the Client through the introduction of the Login and Password (Generated password) in accordance with the terms of the MobileCar Mobile application.

1.13. The Client Identification means establishment of Client's identity.

1.14. The Login means the contact number of the Client's mobile phone, entered by the Client to access the Client's Account in the MobileCar Mobile application, along with the Password, being an analogue of the Client's own signature and confirming that the Client is the source of the actions performed when using the Login.

1.15. The Password means a unique sequence of characters generated by the Client him/herself, known only to the Client and used to access the Client's Account in the MobileCar Mobile application, along with the Login, being an analogue of the Client's own signature and confirming that the Client is the source of the actions performed by using the Password.

1.16. The Generated Password means a unique sequence of characters sent to the Client by the Contractor in the form of an SMS message to the contact number of the mobile phone used to access the Client's Account on the Website and / or in the MobileCar Mobile application. Prior to the creating the Password by the Client (clause 1.15 of the Agreement), the Generated Password has the properties of the Password, along with the Login, and is an analogue of the Client's own signature confirming that the Client is the source of actions performed when using the Login and Generated Password.

1.17. The Codeword means a sequence of alphanumeric characters, stated by the Client when registering in the MobileCar Mobile application or on the Website, registered in the Contractor's database and used for Client Identification when contacting the Contractor's Information Center.

1.18. The Contact Phone number means a mobile phone number registered (used) by the Client, which the Client communicates to the Contractor upon registration in the MobileCar Mobile application and used as the Login, as well as for communication of the Contractor with the Client in the cases provided by the Agreement, the legislation of Ukraine, and for sending SMS messages by the Contractor.

1.19. The Contractor Information Center means a center that provides information support to the Client, as well as actions following the use process. On the Website and in the Mobile application it is equivalent to the concepts "Technical support", "Technical support service", "Technical support 24/7".

1.20. The Push notification means a notification pop-up on the screen of the Client's Mobile Device registered in the Contractor's information system transmitted from the server servicing the Contractor to the MobileCar Mobile application installed on the Client's mobile device.

1.21. The SMS message means a short text message sent to the contact number of the Client's mobile phone number. SMS-messages can be sent by the Contractor within the framework of the performing of the Agreement, as well as for information purposes, including for the purposes of notifying the Client of the transaction with the use of bank cards attached to the information system of the Contractor.

1.22. The Application for the Vehicle Use means the actions stipulated by the Agreement (its appendixes) and performed by the Client using the MobileCar Mobile application in order to obtain the Vehicle for temporary use.

1.23. The Reservation means a service rendered to the Client, represented in blocking the use of (available) Vehicle prior to the beginning of the Session of Use or until the Client's refusal to use the Vehicle – in case the Client did not start the Session of Use during the effective period of the Application for the use of the Vehicle.

1.24. The Session of Use means the period of time from the beginning of the operation (pressing the button "Start") and until its end in accordance with the Agreement. The Session of Use includes a period of use and a waiting period.

1.25. The Standby Mode means the mode of using the Vehicle during which the Vehicle engine is switched off ("stalled"), the transmission lever is in the "P" mode, the doors are closed, the car windows are raised. Used in the cases provided for by the Contract, for the purpose of retaining the Client's chosen Vehicle during the Use Session. Movement of the Vehicle in the "Waiting" mode is not allowed.

1.26. The Road Traffic Rules (referred to below as RTR) mean traffic rules established by the legislation of Ukraine, as well as other regulatory acts relating to the specific features of road traffic (transportation of special cargoes, operation of Vehicles of certain types, traffic in a closed area, etc.).

1.27. The Confirmation of Accession means full and unconditional acceptance of the terms of this Agreement by the Client.

1.28. The instruction for the determination of normal wear and tear means a document in accordance with which the nature of the damages to the Vehicle is determined as well as their attribution to the normal wear and tear of the Vehicle (Appendix No. 3). It is an integral part of the Agreement.

1.29. Territorial restrictions in the use of the Vehicle mean a document that establishes requirements and territorial restrictions to the use of the Vehicle (Appendix No. 4).

1.30. Insurance rules mean mandatory insurance conditions for the Client to comply with in accordance with the Law of Ukraine "On compulsory insurance of civil liability for land Vehicle owners" from 01.07.2004 № 1961-IV.

1.31 Permitted Zone (green) means the territory subject to the established restrictions, on which, in accordance with the Agreement and its appendixes, the use of the Vehicle is allowed.

1.32 Service means the provision of temporary use of the Vehicle.

## **2. GENERAL CONDITIONS**

### **Subject of the Agreement**

2.1. The Contractor undertakes to provide the Client with the Vehicle for a temporary (up to 24 hours) use of the Vehicle without providing any services for driving the Vehicle, to render services for the Vehicle Reservation, and the Client undertakes to use the Vehicle in accordance with the requirements (conditions) of this Agreement and the appendixes to the Agreement, to pay rental fee on timely basis, to pay reservation fee (if it is stipulated in the Tariffs) on timely basis, properly fulfill other conditions of the Agreement.

2.2. The Application for the Use of the Vehicle, the reservation of the Vehicle, the beginning and the end of the Session of the use of the Vehicle, as well as the performance of other actions arising from the Agreement on the use of the Vehicle is carried out by means of the actions specified in the Agreement and its appendixes in the Mobile Application (and in the cases specified directly in the Agreement – by means of the Contractor Information Center).

2.3. The list and main characteristics of the Vehicle are posted on the Internet on the Website, as well as in the mobile application MobileCar, in this connection the Client independently selects the Vehicle for use within the framework of this Agreement.

2.4. Within the framework of this Agreement, the Client has the right at different times to use the service of not more than one available (for use) Vehicle at the same time, owned by the Contractor, provided that the Client makes timely payments to the Contractor, complies with other terms of the Agreement, and the Account is not blocked.

2.5. The Vehicle is provided solely for personal use by the Client, not associated with the Client's conducting business activities. The client is obliged to comply with the terms of use of the Vehicle (Clause 3 of the Rules), meet the requirements for the Client (Clause 1 of the Rules) established by the Agreement and its appendixes, which are an integral part of this Agreement and are binding for the Client.

2.6. If not regulated by the Agreement and its appendixes, the relations between the Contractor and the Client are regulated by the current legislation of Ukraine.

2.7. The Vehicles can only be used within the Permitted Zone taking into account the limitations established by the Agreement and its appendixes. Permitted Zones, territorial restrictions, requirements and conditions, including restrictions on traffic, leaving the Vehicles in different modes are determined separately in the appendixes to the Agreement. Use of the Vehicle with violation of the requirements and restrictions of the Permitted Zone, as well as the movement of the Vehicle from one Permitted Zone to another one is not allowed.

Leaving the Vehicle on the territory of the airports is allowed only in accordance with the Rules for the location of the Vehicle on the territory of the airports (Appendix 4), which are an integral part of this Agreement, and also in accordance with the conditions, rules and requirements of the respective parking lots (places of leaving of the Vehicle) on open access.

Restrictions established by this clause of the Agreement may be expanded, reduced or removed by the Contractor fully or partially (including within the framework of certain special offers). Relevant announcements on changes are posted on the Website and in the Mobile Application and are valid during the term of their placement, unless another term is specified in the announcement itself.

2.8. Upon accessing to the Agreement, the Client confirms that he/she:

2.8.1. fully acquainted with the terms of the Agreement and its appendixes, including Tariffs, Territorial restrictions in the use of the Vehicle, the Instruction on the determination of normal wear and tear, the Penalty System placed on the Website and in the Mobile application (both at the same address and in different addresses within the Site or the Mobile Application) that are an integral part of the Agreement, as well as with documents, requirements and rules related to the implementation of this Agreement (including documents of third parties);

2.8.2. realizes the meaning and sense of the documents specified in clause 2.8.1 of the Agreement;

2.8.3. agrees with the contents of the documents specified in clause 2.8.1 of the Agreement and undertakes to fulfill the requirements established by them;

2.8.4. provided valid personal data for the purposes of entering into and performing the Agreement;

2.8.5. meets the requirements set forth for the Client by the Contractor, and excludes the use of the Vehicle in case he/she ceases to meet these requirements;

2.8.6. agrees with the processing of his/her personal data by the Contractor in accordance with the Agreement;

2.8.7. agrees with the placement and use of systems and sensors regarding him/herself in the Vehicle allowing to track the location of the Vehicle, as well as possible violations of the Agreement (smoke detector, GPS-beacon, audio recording, video surveillance inside of the Vehicle, etc.), with recording conversations when contacting Technical Support Service, with the use of geolocation data by MobileCar application;

2.8.8. agrees that the assessment of the legitimacy of the imposition of penalty provision imposed by the authorities for violation of current legislation;

losses caused to the Contractor, their amounts; the damage caused by the Vehicle, its amount; expenses for repair and maintenance, their amounts; other expenses and their amounts are at the discretion of the Contractor, and accepts the results of such an assessment, as well as the cost of repairs. The assessment can be carried out at the discretion of the Contractor, both through an independent examination, and through an assessment of damage, the cost of repairs performed at the service center (service station).

2.9. When using the Vehicle, the Client undertakes to comply with the requirements of the current legislation of Ukraine, including traffic regulations, parking rules, as well as the terms of the Agreement and its appendixes, to use the Vehicle with the conscientiousness of car owner.

2.10. The procedure for using the Vehicle, the requirements for the Client and other conditions for using the Vehicle are found in the Agreement, in its appendixes, which are its integral parts, incl. in the Rules for using the MobileCar carsharing service (hereinafter referred to as the Rules), instructions for determining normal wear and tear. The terms of the special offers are placed on the Website and in the Mobile Application and are an integral part of the Agreement.

#### **Consent to Processing of Personal Data**

2.11. The parties agree that in connection with the performing of this Agreement, personal data of subjects to personal data may be transmitted to each other. The party that transfers personal data is the owner of its personal data and data of its representatives in the understanding of Laws of Ukraine "the Personal Data Protection Law" (hereinafter - the Law). The party that receives the personal data of the other Party is the third person in the understanding of the Law.

2.11.1. The Client confirms and guarantees the following:

- The client was duly notified of his/her rights, the purpose of the processing and the persons to who this data can be transferred, in accordance with the Law;
- The client gives his/her consent to the processing by the Contractor of his / her personal data (as well as those received from any third parties): name, date, month and year of birth, place of birth, series and number of the identity document (or its substitute), information about the address registration of the place of residence, driver's license data, contact data, including (but not limited to) phone number, e-mail address, data on the presence (absence) of medical contraindications to the use of transport, photographs, information about the place of work, positions, as well as other personal data related to the entering into and performing of the Agreement, and confirms that by giving such consent, he/she acts on his/her own and in his/her own interests in accordance with the Law of Ukraine "On the Protection of Personal Data". The consent of the client can also be confirmed by, except for the indicated paragraph:
  - The document on paper with the details allowing to identify this document and the individual, including the consent of the subject of personal data to access the Agreement;
  - Client's performance of transactions within the framework of this Agreement;
  - A mark on the electronic page of the document or in the electronic file processed in the information system based on documented software and technical solutions.
- The client grants his/her consent to use his/her personal data to conduct statistical research. The results of such studies can be published in any way, as well as passed on to third parties without disclosing the client's personal data.
- The Contractor has the right to store and process the client's personal data obtained from public sources.
- Any personal data that is transferred to the Contractor has been previously received, processed and transmitted in accordance with the requirements of the current legislation of Ukraine in the field of personal data protection according to the specific purpose of processing them without limiting the period of storage and processing of personal data.

2.11.2. Consent to the processing of personal data is given by the Client for the purposes of entering into and performing the Agreement, for the provision of additional services by the Contractor, participation in special offers carried out by the Contractor, surveys, studies (including, but not limited to conducting surveys, studies via electronic, telephone and cellular communication), decision making or performing of other actions generating legal consequences in respect of the Client or other persons, presenting to the Client information on the services rendered by the Contractor, provision of consulting services by the Contractor including for the purpose of concluding further contracts / agreements with other persons with the purpose of performing the Agreement, and applies to the information specified in clause 2.11 of the Agreement. In addition, the purpose of processing the client's personal data is the implementation of relations in rendering services under this agreement, the commercial activities of the Contractor, compliance with the requirements of the current legislation of Ukraine, including requirements of the Law of Ukraine "On Banks and Banking Activities", the Law of Ukraine " On prevention and counteraction to legalization (laundering) of the proceeds from crime or terrorism financing, as well as financing proliferation of weapons of mass destruction", the Rules for Storage, Protection, Use and Disclosure of Bank Secrecy approved by NBU Board Resolution No. 267 dated 14 July 2006 and other legal acts regulating the activities of the Contractor and his partners-third parties.

2.11.3. The processing of the Client's personal data is carried out by the Contractor in the amount necessary to achieve each of the above goals in the following ways: collecting, recording (including electronic

media), systematization, accumulation, storage, compiling lists, marking, specification (updating, changing), retrieval, use, transfer (distribution, provision, access), depersonalization, blocking, deletion, destruction, image acquisition by photographing, as well as the implementation of any other actions with the personal data of the Client taking into account the current legislation of Ukraine. Processing is carried out both with the help of automation means, and without using such devices.

2.11.4. The Client acknowledges and confirms that the Contractor has the right to transfer the personal data of the client to the managers of the personal data bases, as well as to third parties, if this is required by the protection of the rights and legitimate interests of the personal data subject or other persons. If it is necessary to provide personal data for the achievement of the above goals to a third party (including authorities), as well as when involving third parties in performing work (rendering services) stipulated by the Agreement, to transfer by the Contractor of his functions and powers to another person (assignment, including to consider the possibility of assignment and decision making on the assignment, collection of debts, etc.), the Contractor is entitled without obtaining additional consent from the Client to disclose information about the Client personally (including personal data) in required amount in order to perform the above actions, to such third parties, their agents and other persons authorized by them, and also to provide such persons with relevant documents containing such information, in compliance with the requirements of Ukrainian legislation. Permission can be also confirmed via SMS, dialogue with the operator, mail letters, telegrams, voice messages, e-mail messages, entering of a password received from the Contractor or his authorized persons on the Internet and other means of communication.

2.11.5. The Client acknowledges and confirms that this consent to the processing of the Client's personal data is considered to be given by them to any third parties and any such third parties have the right to process personal data on the basis of this Agreement.

2.11.6. The Client acknowledges and confirms that if the Contractor considers the assignment of rights under the Agreement concluded with the Client (clause 2.11.1 of the Agreement) to third parties or when third parties are engaged by the Contractor to perform actions aimed at collecting the Client's indebtedness, the consent to transfer of his personal data and data on his Agreement to such third parties is considered to be provided by the Client to the Contractor. In the event of assignment of rights under this Agreement, the Contractor shall not be entitled to notify the Client about this. The Client hereby agrees not to receive any notification of the assignment made by the Contractor in accordance with this clause of the Agreement.

#### **Conclusion of the Agreement**

2.12. The conclusion of the Agreement between the Contractor and the Client is carried out by the Client's acceptance of the conditions set forth in the Agreement in accordance with Article 634 of the Civil Code of Ukraine. The Client's consent to the terms of the Agreement and its appendixes is complete and unconditional.

2.13. This Agreement was signed using an electronic digital signature in the manner prescribed by the Law of Ukraine "On Electronic Documents and Electronic Document Management" and "On Electronic Digital Signature".

2.14. The Contract is considered concluded by the Parties from the moment of receipt by the Client of the status (approved) (directly, upon filing the application via the mobile application).

In cases provided for by the Agreement (including for certain Tariffs), confirmation of accession, acquaintance with the terms of the Agreement, the Client's consent to the terms of the Agreement and its appendixes, the Client's consent to compulsory performing of the Agreement and its appendixes, consent to processing personal data is considered to be duly given by the Client to the Contractor and the Agreement between the Client and the Contractor shall be considered concluded when the Client performs the following actions using special features the Mobile Application or Website:

- Filling in the registration form via the original mobile application.
- Ticking the relevant fields when registering a new Client via the original MobileCar mobile application.
- Proper entry of payment card data;
- The Confirmation of Accession signed by the Client

After the completion of these actions and the accession to this Agreement, the Client can not invoke the fact that he/she is not acquainted with the Agreement and / or its appendixes (in full or in part) or does not recognize as mandatory in privity of contract.

2.15. The Client understands and agrees that Confirmation of accession is a unilateral document, and therefore the signature of the Contractor's representative thereon is not mandatory by law.

In addition, the confirmation of the accession to the terms of the Agreement (conclusion of the Agreement) on behalf of the Client is also completion of the Client's registration in the Mobile Application and performing activities, using the functionality of the Mobile Application, aimed at obtaining the Use of the Vehicle (the application for the use of the Vehicle, the reservation of the Vehicle).

In the event that a person gained access to the functionality of the Mobile Application without the grounds specified in this section, they immediately notify the Contractor and undertake not to use the opportunities opened by such access. Otherwise, all actions performed on behalf of this person using the Mobile Application will be regarded as actions committed directly by that person.

2.16. Accession to the Agreement means the possibility (except for cases of blocking of the Account in accordance with the Agreement) of the Client to use Vehicles under the Agreement within any Permitted Zone. At the same time, the Client agrees that certain conditions (including Tariffs, territorial restrictions, Client requirements, rights and obligations, etc.) may differ in different Permitted Zones.

2.17. This Agreement may be extended to:

2.17.1. in electronic form:

- by placing a file containing an electronic image with the text of the Agreement on the official Website of the Contractor on the Internet at <http://MobileCar.com.ua/wp-content/uploads/2017/06/Договор-Мобилкар.pdf>

- by e-mail - in the form of a file containing an electronic image with the text of the Agreement.

#### **Notifications**

2.18. Any information is communicated to the Client in the following ways, at the Contractor's choice:

- by posting on the Contractor's Website on the Internet (<http://MobileCar.com.ua>), or
- by sending written notifications to the e-mail address indicated by the Client, or by sending SMS-messages to the contact number of the mobile phone indicated by the Client, or
- by sending relevant information to the organization with which the Contractor entered into the Agreement, if the Client is an employee of this company, or
- by other generally available means.

2.19. The Client agrees that the Contractor has the right to call and send voice and SMS messages of notification character containing information on the amount of current and overdue debts, other information related to the services provided to the Client, information on changes in the terms of the Agreement (including Tariffs of the Contractor), new services, other news, as well as promotional messages to the contact phone number of the Client's mobile phone.

2.20. The Client agrees that the Contractor has the right to send information concerning changes in the terms of the Agreement, Tariffs, new services, and services provided to the Client, other news, as well as promotional messages to the e-mail address specified by the Client upon the Registration (as well as to another e-mail address stored in the Account).

2.21. The Client gives his/her consent to receive information from the Contractor specified in cl. 2.19, 2.20 of the Agreement to the mobile phone number / e-mail address specified by the Client when registering in the MobileCar Mobile application or on the Website, in other documents presented by the Client to the Contractor. The Contractor is not liable for any damages caused when the Client did not receive voice and SMS message and electronic message or when an unauthorized person received voice and SMS message and electronic message.

2.22. If the Client is outside the territory of Ukraine or if the Client uses the mobile phone number of a foreign mobile operator as a Contact number for a mobile phone, as well as for the purposes of receiving SMS service and / or Generated passwords, due to the peculiarities of the operation of mobile operators' systems, the risk of late receiving or not-receiving SMS messages by the Client from the Contractor increases.

The Client is notified of this risk, understands it fully and takes it into consideration when going abroad, and also when communicating to the Contractor his/her mobile phone number as the Contact number of the mobile phone, as well as for the purposes of receiving SMS-service and / or Generated passwords.

#### **MobileCar Software**

2.23. The Client acknowledges that the MobileCar Mobile Application and the Website are sufficient to ensure proper operation when receiving, transmitting, processing and storing information, as well as to protect information from unauthorized access, to confirm authenticity and authorship of Electronic Documents, and to analyze conflict situations thereon. The client trusts the software of the indicated systems. The client agrees that the software is constantly being improved, and therefore technical problems in the operation are possible. The user accepts the software used to implement the MobileCar service, "as is", without raising claims to the operation of the Website, mobile applications, or other software.

The Client agrees that the data of the MobileCar software (including navigation systems) in conjunction with the data on the activities from the Client's Account are sufficient data confirming the Client's actions, behind which the corresponding account is assigned, at the time determined by the software (including the periods of the Session of Use, the use of certain Tariffs, the path of motion, etc.).

In case of disagreement with this condition, the Client agrees to stop using the MobileCar service and terminate the Agreement by signing an application for cancellation of the Agreement (Appendix No. 5). The Client is obliged to sign the application with his/her own hand and send it to the e-mail of the Contractor [mobilecarodessa@gmail.com](mailto:mobilecarodessa@gmail.com). Compensations are made by transferring to the client's bank account or a card that was used to send payments in the MobileCar application (the Client undertakes to communicate the details of the bank card to the e-mail of the Contractor)

#### **Rights and Obligations of the Parties**

2.24. Rights of the Client (with an unblocked Account) are:

2.24.1. to demand from the Contractor to fulfill his obligations under the Contract;

2.24.2. to use the Vehicle in accordance with the terms of the Agreement and the requirements of the current legislation of Ukraine;

2.24.3. to reserve, rent from the Contractor any available vehicle (marked as available on the Website or in the Mobile application) located in the most accessible place for the Client, by means defined in the Agreement;

2.24.4. to monitor the level of battery charging in the cases and in the order established by the Rules;

2.24.5. to exercise the rights provided by the Law of Ukraine on Protection of Personal Data.

2.25. Obligations of the Client are:

2.25.1. to become familiar with the Agreement, its appendixes, restrictions on the official website of the Contractor and comply with the requirements of the specified documents and restrictions.

2.25.2. when concluding this Agreement by means of accession (clause 2.12 of the Agreement), to attach authentic copies of the driver's license (in full), passports, other documents (including if provided for by the conditions of choosing certain tariff) and information whose data is entered in the document on accession to the Agreement to the MobileCar application. Documents should be readable, without glare, with all readable data;

2.25.3. to obtain in accordance with this Agreement and to use the Vehicle carefully in strict accordance with its purpose, objectives, requirements and conditions specified in this Agreement and its appendixes, Contractor's instructions and recommendations set out in the insurance policies, take measures to prevent damage to the Vehicle on timely basis;

2.25.4. to drive the Vehicle on one's own. Transfer of control of the Vehicle to third parties is prohibited;

2.25.5. to ensure the safety of the Vehicle, check the availability and ensure the safety of documents in the Vehicle (insurance policy, registration plates of the Vehicle, certificate of registration of Vehicles, other documents on the Vehicle), standard car kit (first aid kit, fire extinguisher, emergency stop sign), rugs, keys to the Vehicle, special equipment (clause 2.8.7 of the Agreement) from the moment of obtaining the Vehicle to the time of its return in accordance with the terms of this Agreement;

2.25.6. when using the Vehicle to comply with the Road Traffic Regulations and other requirements of the current legislation;

2.25.7. in due time, in accordance with the terms of this Agreement, pay a fee for the use of the Vehicle, a fee for the reservation of the Vehicle (if payment for the reservation will be provided for in the Tariffs), to pay other payments provided for in the Agreement, ensure that the bank card has sufficient funds to pay for the use and other payments under the Agreement;

2.25.8. upon termination of the use of the Vehicle, to return it to the Contractor in the proper technical condition in the order provided for in this Agreement;

2.25.9. to carry out an independent assessment of the technical condition of the Vehicle provided for use. If visible damage to the Vehicle is detected (both outside and inside the Vehicle, including dirtiness inside of the car) prior to the use of the Vehicle, inform the Contractor by phone: 048-700-15-04 or 0-800-750-630 and send a photo of damage or dirtiness of the Vehicle to the Contractor at e-mail address: MobileCarodessa@gmail.com. A message on damage to the Vehicle may be made in other ways, as determined by the Contractor, including those indicated on the Website. The Client agrees that failure to perform these duties means that such damage, dirtiness, etc., emerged during the Session of the Client's use. Obtaining the Vehicle by the Client means the fulfillment of the obligation by the Contractor specified in 2.29.1 of the Agreement;

2.25.10. (at the first physical opportunity from the moment of occurrence of the relevant circumstances) to notify immediately the Contractor by phone: 048-700-15-04 or 0-800-750-630 or at MobileCarodessa@gmail.com (or in other ways determined by the Contractor, including specified on the Website) about the car theft, any damage to the Vehicle, its malfunctions, breakdowns, accidents, claims of third parties regarding the Vehicle or in connection with the driving of such Vehicle, the events in which the Vehicle is participating, the events which impose upon the Client the duty of communicating in accordance with the Agreement and its appendixes, as well as events and facts that may cause damage to the Vehicle, loss of the right to drive the Vehicle, the loss or disablement of the insurance policy, the registration marks for the Vehicle, the certificate of registration of the Vehicle, other documents on the Vehicle, standard car kit (first-aid kit, fire extinguisher, emergency stop sign), rugs, keys for the Vehicle, special equipment (p. 2.8.7 of the Contract), to provide reliable information about the specified facts and follow the instructions of the Contractor, as well as requirements of the current legislation;

2.25.11. in the case of an accident, an occurrence of an insured event, the Client shall follow the instructions of the Technical Service Support of the Contractor and the insurance contract, takes measures for the safety of the Vehicle, without delay (at the first physical opportunity) independently informs about it at the number 0-800-750-630 or 048-700-15-04. The client is obliged to wait for the arrival of the insurance commissioner.

- a written application for the occurrence of an insured event (accident);
- notification of an accident, "Europrotocol";
- certificate of the established form with the indication of the date, time and place of the accident, the participants in the accident, their place of residence or work, information about their driving licenses, either of them being in a state of alcoholic intoxication, the description of the damage caused to the



Vehicle that officially confirms the fact of the occurrence of the relevant accident, issued by authorized state bodies;

- resolution or determination by authority;
- in the case of theft of the Vehicle – a written statement on theft of the Vehicle, a certificate from the Ukrainian authorities on the results of the investigation of the criminal case (if applicable);
- insurance policy;
- certificate of registration of the Vehicle;
- other documents reasonably and legally required by the insurance company specified by the Contractor for making a decision on payment of insurance compensation, incl. specified in clause 2.25.9 of the Agreement.

2.25.12. In case of the Vehicle impoundment during the Session of Use, as well as outside the limits of the Use Session in connection with the actions (or inaction) of the Client, to inform immediately the Contractor Information Center about it. The client whose actions (inaction) caused the impoundment of the Vehicle is obliged to ensure, within the time specified by the Contractor, a permit to return the Vehicle from a specialized parking place (tow lot) in accordance with the procedure established by the current legislation, as well as ensure his/her participation in drawing up the report on administrative violation / the resolution on the case of an administrative offense (if necessary). This duty is entrusted to the Client, even if the Client has learned of the impoundment and towing of the Vehicle to the tow lot from the Contractor. In this case, notice to the client is the right, but not the obligation of the Contractor.

Documents required for handing over of the Vehicle from a specialized parking lot (tow lot) (including certificates, power of attorney) must be transferred by the Client to the Contractor's employees at the earliest possible date and in any way as agreed with the Contractor. If the Contractor involves the Client in the return of the Vehicle, the Contractor provides the Client with the necessary documents for obtaining a permit to return the Vehicle from a specialized parking lot (tow lot): Vehicle registration certificate, MTPPL policy, a certified copy of the Agreement with the owner on using the Vehicle, a power of attorney for the Client. When returning the Vehicle to the Contractor from the specialized parking lot (tow lot) or upon the expiry of the term provided by the Contractor to the Client for organizing the return of the Vehicle from the specialized parking lot (tow lot), personally return to the Contractor all documents related to the impoundment of the Vehicle (including those specified in this paragraph).

Upon the Contractor making a decision on the return of the Vehicle by the Client, the return of the Vehicle from the specialized parking lot (tow lot) is carried out by the Client on his/her own and at his/her own expense on order from the Contractor at the required parking place of the Vehicle after receiving the Vehicle from the specialized parking lot (tow lot). Return of the Vehicle by the Client from the specialized parking lot (tow lot) is to be carried out within the terms established by the Contractor.

In case the return of the Vehicle is carried out by the Contractor's employees, the Client fully compensates the Contractor for all expenses incurred by the Contractor, including for the impoundment of the Vehicle, as well as for paying for the maintenance of the Vehicle in the specialized parking lot (tow lot).

In case the Client, within the period established by the Contractor, receives a permit to return the Vehicle from the specialized parking lot (tow lot), pays the cost of the towing services and maintenance of the Vehicle in the specialized parking lot (tow lot) (with mandatory submission of documents confirming the payment making), and also at the Contractor's request reimburses the losses incurred – he/she is exempt from penalty fee stated in clause 5.19 of the Agreement. The refusal of employees of an authorized body or a specialized parking lot (tow lot) to return the Vehicle under the condition that the Client provides these bodies and organizations with all of the above documents does not constitute exemption from penalty provision in accordance with the Agreement;

2.25.13. In case the Contractor makes a decision on receiving the documents related to an insurance case on his own, not later than 1(one) working day from the moment of receiving the relevant demand from the Contractor, to issue to the representative of the Contractor a power of attorney (and substitution) for carrying out actions to collect information and presenting their interests in the competent state authorities and territorial bodies of internal affairs;

2.25.14. in the case of a demand from a representative of the authorities, the Client is obliged to, meeting the deadline specified by the Contractor, personally appear in the territorial bodies of internal affairs and other authorities. Except for cases when the Client participated in drafting up documents that indicated the need for the Client to appear in the relevant authorities, the Contractor shall notify the Client of such need for attendance within 1 (one) working day from the moment when such demand became known to the Contractor.

2.25.15. to terminate the use of the Vehicle that is charged, the car's charge is not lower than 10%;

2.25.16. to take appropriate measures to protect your Account in the MobileCar Mobile application, including the name of the Client-User, the Login, Generated Password, Password, Codeword from unauthorized use by other persons and promptly inform the Contractor in the event that such use is discovered. The beginning of unauthorized use should be considered upon the Client receiving any information allowing to conclude that the data used may be unauthorized, in spite of the Client him/herself;

2.25.17. in case of actual change of the Contact number of the mobile phone, and other data, to inform the Contractor about it;



2.25.18. to use the Website, the mobile application MobileCar of the Contractor only for personal non-commercial purposes;

2.25.19. to monitor the Website and / or the Mobile Application on his/her own for changes in the terms of the Agreement;

2.25.20. to receive the necessary permits, documents (including a driver's license, etc.) which the Client may require in accordance with the current legislation of Ukraine when driving a Vehicle of the corresponding category B;

2.25.21. not to use any technologies and to take no action that could harm the Website and / or the MobileCar Mobile application, the interests and (or) the property of the Contractor;

2.25.22. at the end of the Session of Use, to leave the Vehicle in accordance with the terms of the Agreement with the set of documents (certificate of Vehicle registration, insurance policy), standard car kit, all accessories and additional equipment, incl. rugs, keys to the Vehicle, special equipment (clause 2.8.7 of the Agreement) that were in the Vehicle at the time of obtaining the Vehicle. In case that in the supposed place of leaving the Vehicle there is no access to the GPS system and / or to the Internet and / or mobile communication, the Client undertakes to park the Vehicle in a place where there is access to the GPS system and / or to the Internet and / or mobile communications.

2.25.23. in cases and in accordance with the procedure provided for in the Agreement and its appendixes, monitor the level of the Vehicle's charge;

2.25.24. to ensure the safety of their property on their own;

2.25.25. to comply with other regulations of the current legislation of Ukraine.

2.26. The Client has no right to change any characteristics, make improvements / impairments on the Vehicle, set (dismantle) any equipment, devices in the Vehicle, perform repairs (regardless of the degree of complexity) or organize its implementation by third parties.

2.27. The Client is not entitled to sell, deposit, dispose of the Vehicle in any other way, lose or transfer the right to own and use the Vehicle presented to the Client, or any other of his/her rights under the Agreement.

#### 2.28. Rights of the Contractor:

2.28.1. to demand from the Client to fulfill his/her obligations under the Agreement;

2.28.2. to debit funds from the Client's bank card in payment of the Client's monetary obligations to the Contractor in accordance with the Agreement;

2.28.3. to carry out video and electronic surveillance in the Vehicle, and also to determine the procedure for the Client's access to the Vehicle in order to ensure the safety of the Vehicle of the Contractor, as well as control over proper compliance with the terms of the Agreement;

2.28.4. at any time to exercise control over the property safety of the Vehicle, the technical condition of the Vehicle, and the Client's compliance with the terms of the contract;

2.28.5. in the event that the Contractor decides that there is a risk of further use of the Vehicle, to terminate the Client's Session of Use and may provide the Client with an alternative Vehicle, in the case there is one available;

2.28.6. to make marketing special offers that include, but are not limited to, discounts on the cost of services, change in the rent fee (reservation fee for the Vehicle) or cancellation of the rent fee (reservation fee for the Vehicle) for a certain period. The rules for such special offers are posted on the Contractor's Website on the Internet ( at <http://MobileCar.com.ua>). In this case, the Agreement, the Tariffs shall function together with the rules of such special offers;

2.28.7. to use facsimile reproduction of the signature of the authorized person of the Contractor (by means of mechanical or other copying) in any documents. Parties recognize the legal effect behind such documents;

2.28.8. without obtaining the additional consent of the Client, to debit funds (to transfer money) from the Client's bank card without acceptance for:

- payment for use, payment for reservation of the Vehicle and other payments accrued in accordance with the Agreement and the Tariffs, incl. fines, penalties, damages;
- postal and telegraphic and other expenses and costs of the Contractor (including commission fees) arising from the sending messages, notifications and documents to the Client in connection with not-performing or improper performing of the Agreement;
- the amounts of the Client's indebtedness to the Contractor under the Agreement, as well as any other obligations arising as a result of the harm and on other grounds provided for by the legislation of Ukraine, including the amounts of reimbursement of the Contractor's costs incurred by the Contractor through the Client's fault in connection with the Agreement;
- other amounts in cases provided for by the current legislation of Ukraine and agreements between the Contractor and the Client;

2.28.9. in case of suspicion of dishonesty in the actions of the Client (including, but not limited to, when providing false information, if it is found impossible to debit funds, etc.) to block the possibility of using the MobileCar services by the Client completely or partially without notification of the reasons for the blocking;

2.28.10. to transfer rights and obligations under this Agreement to third parties, and also involve third parties in performing certain functions under the Agreement, incl. on the basis of agency contract. Notifying the client about these circumstances is at the discretion of the Contractor;

2.28.11. to have other rights established by the Agreement and its appendixes, as well as arising from the essence of the obligations under the Agreement.

2.29. Obligations of the Contractor are:

2.29.1. to provide the Client with the Vehicle in a technically operative condition that meets the requirements for the Vehicle operation, fully complete and roadworthy, with the necessary documentation (certificate of registration of the Vehicle, insurance policy); the transfer of the specified documents is not formalized by any additional documents, but occurs simultaneously with acceptance for use of the Vehicle (clauses 5.7, 5.8 of the Rules);

2.29.2. to provide the Client with full information about the Vehicles, their types, technical characteristics (at the discretion of the Contractor), Tariffs and other information necessary for the Client in order to select a particular Vehicle (for the purposes of this Agreement) by posting such information on the Contractor's Website, as well as in the MobileCar Mobile application;

2.29.3. in due time, at his own expense, in accordance with the current legislation of Ukraine, to organize the pass of Vehicle inspection;

2.29.4. to provide the Vehicle with the necessary materials at his own expense – for the use of the Vehicle by the Client.

2.30. In the event that a Party has not exercised any rights granted to them by this Agreement, the relevant rights are not forfeited, and the Party has the right to exercise them in the future.

### **3. Cost of services and payment procedure**

3.1. For the use of the Vehicle, the Client pays the Contractor the usage fee, and also pays for the reservation of the Vehicle services, which are calculated in accordance with the Tariffs. The Client bears the cost of paying for the use of the paid parking space (use of paid parking lots at the client's option), as it is not provided for in accordance with the Territorial Restrictions (appendix to the Agreement No. 4). The cost of using and reservation of the Vehicle is indicated in the Tariffs, applicable from the Contractor, unless otherwise provided for in the Agreement. The calculation of the cost of use or reservation, occurring at the time of changing the Tariffs, is carried out on the basis of the Tariffs applicable at the time of the beginning of the respective Sessions of Use or Reservation. Thus the total sum is rounded up to the whole sums in hryvnas.

3.2. Payments under the Agreement are carried out by debiting funds from the Client's bank card through the partner bank of the Contractor. To rent an electric car, on the payment bank card there must be an available balance of at least 1000 UAH. After the trip is completed, the amount of actually spent money for the journey is deducted from the card according to the current tariff. The difference will be instantly returned to the user on the card. MobileCar does not charge an additional commission. If the Client's bank collects interests for transferring the payment, it is necessary to contact the bank.

3.3. After receiving confirmation of registration and opening up limited access to the Services of the Site and the MobileCar Mobile application, the Client must link to the Services of the Site and the MobileCar Mobile application his bank card, from which the funds will be debited as payment under the Agreement. It is allowed to use only bank cards of VISA and MASTERCARD payment systems with the possibility of making Internet payments. The possibility of making Internet payments is provided by the Customer independently through the bank that issued the bank card. To activate the account, the client needs to replenish the account balance in the personal account for 1000 UAH. The amount of 1000 UAH. is on the account balance as a reserve for payment for services in unforeseen circumstances, for example, if your payment card does not have enough money to pay for services. Payment for renting an electric car comes from a payment card attached to your account.

3.4. When registering in the MobileCar Mobile application, the integration of the Website systems (MobileCar Mobile application) with the Client's bank card is implemented, which allows to debit the amount of money from the client's bank card as payment under obligations stipulated by the Agreement and arising from it.

3.5. Debiting the Client's bank card is carried out strictly in accordance with the Tariffs of the Contractor and other terms of the Agreement. Amount of money is deducted when the Contractor has grounds for debiting in accordance with the Agreement, including: termination of the use of the Vehicle (including the end of the Session of Use), obtaining information about the Client's violation of the terms of the Agreement and in other cases provided for by the Agreement. The Client is notified of the fact of debiting the funds in all cases, except for debiting for the usage fee (reservation fee for the Vehicle) in the absence of breach of the Agreement by the Client. Information on payments made is also stored in the Client's Personal Account in the section "Payment History".

3.6. Debiting funds from the Client's bank card for the use of the Vehicle is made by instalments equal to the amount of 60 minutes according to the tariffs that is valid at the time of use before the end of the Session of Use.

3.7. For questions regarding payment by a bank card and other questions regarding the work of the

partner-bank's website, the Client can contact the following phones: 0-800-750-630 or 048-700-15-04 or at [MobileCarodessa@gmail.com](mailto:MobileCarodessa@gmail.com)

3.8. The Client gives unconditional consent to debiting funds from his/her bank card without acceptance for using the Vehicle and making other payments under this Agreement (including penalties and other payments). Debiting amounts in parts is allowed at the discretion of the Contractor.

3.9. In case of insufficient funds on the bank card and (or) on the balance in the Personal Account, or impossibility of debiting amounts from the bank card on other grounds by the Contractor, the Client undertakes to pay for using the Vehicle and (or) reservation not later than 24 hours after the end of the use of the Vehicle (in case of delay in payment according to MobileCar tariffs for the use of the Vehicle) or from the moment of receiving relevant notice / first debit (for other payments). In such a case, the Client undertakes to ensure that the balance of funds on the card is sufficient for debiting.

3.10. In case the Client does not perform the obligations provided for in this section of the Agreement, the Contractor has right to forward the relevant information (including personal data of the Client) to the authorized bodies for subjecting the Client to administrative liability, to the courts, and to organizations that carry out collecting money.

3.11. In case of erroneous fund debiting from the Client's bank card, the Client has the right to appeal to the Contractor and fill out the Application for the return of funds in free form, with a copy of the passport and documents confirming the erroneous payment (receipts, account statements). The Contractor sends this Application to the partner bank no later than 1 (one) business day, except for cases when the Client's funds have been debited in accordance with the Agreement. By agreement with the Contractor, the relevant application can be sent by the Client to the [MobileCarodessa@gmail.com](mailto:MobileCarodessa@gmail.com) mail from the Client's mailbox stated in his/her Account.

The refund is to be paid to the Client's bank account specified in the Application for the return of funds, within 14 (fourteen) working days from the date of Client Registration in the mobile application.

The procedure for the return of funds is regulated by the Rules of International Payment Systems. Cash back is not allowed.

3.12. The payment service using the Internet in accordance with the Agreement is carried out through the partner bank of the Contractor in accordance with the Rules of International Payment Systems on the principles of confidentiality and security of payment, using modern methods of verification, coding and data transmission through closed communication channels. Entering and processing data of the Client's bank card is carried out on the secure payment page of the partner bank that provides the payment service.

3.16. The Agreement or certain special offers presented by the Contractor may provide for the possibility of purchasing prepaid time for using the MobileCar service (Minute packages).

3.17 In case of termination of the use of the service, the amount of the deposit shall be refunded. If a charge has been made from the amount of the deposit, the difference is returned, less the charge. The client needs to write an email to [MobileCarodessa@gmail.com](mailto:MobileCarodessa@gmail.com) to receive a form for the return of the security deposit. Refunds are made within 3 business days after receiving a completed refund form from the customer. The client is assigned the status Retired. Reactivation account is 250 UAH.

#### **4. Period of Use**

4.1. The period of use of the Vehicle is measured in minutes and can not exceed 23 hours 59 minutes. At the same time, the time of use for the purposes of paying under the Tariffs is rounded up to minutes. The period of use is determined by the actual time of use (during the Session of Use) of the Vehicle by the Client.

4.2. The Use of the Vehicle is also terminated in cases specified in clause 2.28.5 of the Agreement, in case of theft of the Vehicle, by agreement with the Technical Service, provided that the Client complies with the terms and conditions stipulated in 2.28.9 regarding the notice to the Contractor, as well as in other cases stipulated by the Agreement.

#### **5. Responsibility**

5.1. For failure to perform or improper performance of the Agreement, the Parties bear responsibility in accordance with the current legislation of Ukraine with additions, clarifications, and exceptions specified by the Agreement.

5.2. In the event of the Client's not-fulfilling any obligations provided for in the Agreement or arising from it and if necessary to provide the Client with the relevant information, the Contractor is entitled to contact the Client by any available means of communication (including by phone) using the information available to the Contractor.

5.3. The Contractor has the right to withdraw the vehicle from the Client without further notice if the Client has more than 24-hours debt, and take measures to stop using the vehicle. At the same time, the Contractor does not bear responsibility for the safety of the Client's belongings that are in the withdrawn vehicle – the Client undertakes measures to ensure the safety of his/her property.

5.4. For failure to perform or improper performance of the terms of the Agreement, the Client agrees to pay fines in the amount specified in the Agreement and the Penalty System (Appendix No. 2 to the Agreement), and also fully compensate the losses caused to the Contractor.

The amount of collection from the Client in favor of the Contractor in one case of damage to the vehicle if there are grounds for reimbursement in accordance with the Agreement may not exceed 10,000 (ten

thousand) UAH. This restriction does not apply to cases when the Client did not fulfill the obligations related to damage to the vehicle, road accidents (including those stipulated by clauses 2.25.9, 2.25.14), was in a state of intoxication (clause 5.14 of the Agreement), and also to the Customer's obligation to reimburse the Contractor for the expenses incurred by him in connection with the organization of collection of the Client's debt that was not paid by the Customer at the expiration of the period specified in the notice of collection or in the claim for payment of debts: expenses for pre-trial settlement, court expenses, incl. involving outside specialists, getting legal and other consultations, postal expenses, etc.).

5.5. The Client (except for the exemptions expressly identified by the Agreement as an exemption from the general rule) reimburses the Contractor for the losses incurred by the latter, costs and expenses, incl. arising as a result of the violation by the Client of the current legislation of Ukraine and the provisions of the Agreement during the Session of Use of the Vehicle and also after the end of the Session of Use of Vehicle if the reasons for such costs were the actions (inaction) of the Client, including but not limited to: fines, penalties, also imposed by the authorities for violation of traffic rules, parking rules, other requirements of the current legislation on road safety or related to the use of the Vehicle by the Client, or arising from the use of the Vehicle by the Client; losses related to the condition of the used vehicle at the time of return, incl. due to abnormal wear and tear; expenses for impoundment payments; expenses for payment for the location of the vehicle on a specialized (tow lot) parking lot; expenses of the Contractor for obligations to third parties arising in connection with the actions (inaction) of the Client, violating the terms of the Agreement and (or) the current legislation; services of the appraiser, experts, expert and other organizations – in connection with the conducting of certain examinations; legal services; commission fee charged by organizations (including credit ones) upon payment by the Contractor of funds amounting to expenses in accordance with this clause; costs associated with claims of third parties in connection with the use of the Vehicle by the Client; monetary compensation for administration (clause 5.26 of the Agreement, including for the identification, processing, identification of the Client, formation and forwarding of notification of violation to the Client) of fines under the Agreement, compensation payments and other debits (except for payments for compensation for lost profits).

5.6. The client bears the risk of car theft, destruction, damage to the vehicle, its components, devices and / or equipment, damage to third parties, other vehicles or objects, including in case of an accident – from the beginning of the Session of Use until its termination, and in cases when the actions (inaction) of the Client caused the occurrence of the above negative consequences, including in case of leaving the Vehicle with violations of the Agreement – also after the termination of the Vehicle Session if these risks are not covered by insurance compensation.

5.7. The Client undertakes to indemnify the Contractor for the expenses not covered by insurance compensation, which the Contractor incurred in connection with damage caused to the used vehicle, to another vehicle (other property, life or health of the person or animal) used by the Client during the Session of Use. The amount of the deductible is 8000 UAH.

5.8. In the event that due to the Client's actions (inaction) that led to the refusal of paying the insurance indemnity (including the incorrect execution of the accident documents), the Client reimburses the Contractor for losses incurred by the Contractor in connection with this circumstance. In the event of loss of the vehicle, the Customer reimburses the Contractor for the losses caused by this in the amount of the insurance payment, taking into account the amortization of the rented vehicle according to the rules of the insurance company specified by the Contractor, according to the valid insurance policy at the time of loss.

5.9. The payment of administrative fines for violation of the current legislation by the Client on offenses recorded with the help of automatic fixation means (camera), as well as fines that were exposed directly to the Contractor or to the owners of the Vehicle, is carried out by the Contractor and (or) the owner of the Vehicle at their own discretion, as persons to whom a ruling on the case of an administrative offense was issued.

The grounds for collecting amounts from the Client for the subsequent payment of a fine imposed on the Contractor or the owner of the Vehicle results into receiving by the Contractor the information (administrative decision on the case of an administrative offense, data from open sources) on an administrative fine during the Session of the Client's use of the relevant Vehicle.

The Client is obliged to pay the amounts exposed to him by the Contractor, regardless of whether the fine was actually imposed to the Contractor or the owner of the Vehicle. After paying these amounts, the Client is released from any claims from the Contractor or the owner of the Vehicle regarding the corresponding penalties imposed to the Contractor or the owner of the Vehicle.

5.10. In case of damage to the rented vehicle, including as a result of an accident that occurred due to the Client's fault, the Client pays the Contractor a fine of: 900 (nine hundred) UAH per day for demurrage – in the event that the inspection of the vehicle carried out by the Contractor with account taken of clause 2.8.8 of the Agreement established damage to not more than 1 (one) body element of the vehicle (except for the hood, doors, luggage compartment door, roof) in the form of scrapes, scratches, chips;

5.11. In case of unauthorized applying of stickers, or removal of the Contractor's Trade Mark, as well as other stickers on the vehicle or other damage to the appearance of the vehicle, the Client pays a fine in the amount of 2000 (two thousand) UAH.

5.12. In case of unauthorized disconnection or damage to the GPS tracker (GPS device), the Client pays the Contractor a fine in the amount of 10,000 (ten thousand) UAH.

5.13. In case of not-submitting or untimely submission of documents, failure to comply with the requirements specified in clauses 2.25.10-2.25.14 of the Agreement, the Client is obliged to fully compensate the Contractor for the damage caused to the Vehicle, the Contractor's losses and to pay to the Contractor a fine of 4,500 (four thousand five hundred) UAH.

5.14. In the event that the Client was driving (including driving a rented vehicle) in a state of alcoholic, narcotic, toxic or other intoxication, as well as if the Client transferred driving to a third person in a state of such intoxication, the Client pays the Contractor a fine of 25 000 (twenty five thousand) UAH. In case of transfer of control to a third person who is in a state of alcohol, narcotic, toxic or other intoxication, the penalty provided for in this clause and the penalty provided for in clause 5.17 of the Contract shall be summarized.

5.15. In case of violation of cl. 2.5 of the Agreement, the Client pays the Contractor a fine in the amount of 4,500 (four thousand five hundred) UAH and reimburses the Contractor.

5.16. In case of loss or damage to documents on the vehicle (registration and insurance, other documents on the vehicle (in the glove compartment, as well as in the sun visor), the Client pays the Contractor a fine in the amount of 1,800 (one thousand eight hundred) UAH, and in case of loss or damage to the standard car kit (first aid kit, fire extinguisher, emergency stop sign), accessories and additional equipment, including rugs, keys to the vehicle, special equipment (clause 2.8.7 of the Agreement), registration signs of the vehicle – a fine of 1 800 (one thousand eight hundred) UAH and compensation to the Contractor for costs associated with the restoration (obtaining) of lost documents and items, restoration (purchase) of mentioned accessories, equipment and devices.

5.17. In case of making the vehicle dirty, leaving garbage, and smoking in the vehicle, the Client pays the Contractor a fine in the amount of 2000 (two thousand) UAH, and also reimburses the Contractor's expenses for dry cleaning and cleaning of the vehicle.

5.18. If the Vehicle is left (regardless of the mode of use of the vehicle) outside the Permitted Zone (clause 2.7), on the territory without open access, on the territory of a closed, paid or specialized parking lot, on the territory for which access is required, with violation of the Traffic Road Regulations, the Client is to pay to the Contractor a fine in the amount of 2,000 (two thousand) UAH and reasonably determined by the Contractor compensation of the Contractor's costs for moving the vehicle to the Permitted Zone (clause 2.7 of the Agreement).

5.19. At the end of the Session of Use of the Vehicle with a charge less than 10%, and without informing the operator about it in advance, the Client pays the Contractor a fine of 500 (five hundred) UAH.

5.20. If the Client violates clause 2.25.21 of the Agreement, the Client pays the Contractor a fine in the amount of 1,500 (one thousand five hundred) UAH.

5.21. For sending messages that contain obscene or offensive language, threats to life and health of the company employees, or the presentation of the above verbally the Client pays the Contractor a fine of 500 (five hundred) UAH for each such case.

5.22. Malfunctions resulting from abnormal vehicle operation, in addition to the instructions for determining normal wear and tear:

5.23.1. mechanical damages of suspension elements, running gear, braking system, tires, wheel caps, wheel covers, other elements and systems;

5.23.2. mechanical damage to body parts, glazing, light devices;

5.23.3. mechanical damage to the interior, luggage compartment and / or cargo compartment;

5.23.4. damage of running, steering gear, charging equipment, cooling system, air conditioning system, control devices and elements, security systems and other vehicle systems if it is caused by a violation of the operating rules established by the vehicle manufacturer or by improper handling by the Client and confirmed by the conclusion of an expert stated by the Contractor;

5.23.5. damage caused by prohibited use, as defined by the vehicle manufacturer or the Agreement.

5.23.6. Other malfunctions caused by violations of operating conditions determined by the vehicle manufacturer and confirmed by the conclusion of the service center specified by the Contractor or by an independent expert.

5.24. The Client agrees that the amount of the Contractor's losses caused by the inability to use the Vehicle due to the Client's violations of the provisions of the Agreement by the Client is calculated including as the number of minutes during which the vehicle could not be used due to such violations of the Agreement (for example, from the moment of impoundment of the vehicle to its leaving the specialized parking lot) multiplied by the cost of locating the vehicle in the Standby Mode in accordance with the General Tariff.

5.25. The Client agrees that the Contractor's expenses for the administration of fines, compensation payments and other debits (with the exception of payments for the use and reservation of the vehicle) are 10% of the debited amount. In the event that the payment of a fine for violation of the Traffic Road Regulations by the Client, fixed with the use of special technical means working in automatic mode and having the functions of taking photos and filming, video recording, or photo and filming devices, is carried out within 10 (ten) days from the date of the imposed administrative fine, the amount for administration of the debit increases in

proportion to the total amount of the imposed administrative fine.

5.26. The Contractor is not liable for the use of the MobileCar Mobile Application from the Client's Mobile Device by third parties, in this connection all actions and instructions performed from the Client's mobile device are considered to be outgoing respectively from the Client.

5.27. The Contractor does not guarantee that the Website and / or MobileCar Mobile application will work uninterruptedly, will not contain errors and / or viruses. The Client agrees and acknowledges that he/she uses the Website and / or the MobileCar Mobile application solely at his/her own risk. The Contractor shall not be liable for any direct damage, any indirect, incidental, punitive or consequential damages caused as a result of the Client's use or inability to use Website and / or the MobileCar Mobile application.

5.28. If the Client exceeds the speed limit according to the Traffic Road Regulations, the Contractor makes a verbal warning for the first time, the second time – a fine is set at 200 UAH, the third time – 500 UAH, the fourth time – blocking of the account.

#### **6. Term of the Agreement, amending and termination of the Agreement. Account Blocking**

6.1. The Agreement is valid for an unlimited period from the moment of entering into the Agreement in accordance with clauses 2.12-2.17 of the Agreement.

6.2. In accordance with Art. 651 of the Civil Code of Ukraine the parties agreed that the Contractor has the right to amend the terms of the Agreement, Tariffs, other appendixes to the Agreement. At the same time, the changes made by the Contractor in:

6.2.1. The Agreement, as the new edition of the Agreement, become binding for the Parties from the date of posting by the Contractor the new version of the Agreement, or changes made to the Agreement, on the official website of the Contractor on the internet at <http://MobileCar.com.ua>, unless another term is set by the Contractor and posted on the Website. Upon the Contractor's decision, the terms and conditions of the Agreement that improve the Clients' position may extend to the relations that arose before the entry into force of such changes – except for cases when the Client expressed his/her disagreement that the newly introduced conditions were applied to him/her. The Contractor reserves the right to notify the Clients about making changes to the Agreement in the ways indicated in clauses 2.18-2.22 of the Agreement;

6.2.2. new Tariffs become mandatory for the Parties from the date of introduction of a new edition of the Tariffs (additions to the Tariffs edition) and posting by the Contractor a new version of the Tariffs (additions to the Tariffs edition) on the official Website of the Contractor on the Internet at <http://MobileCar.com.ua>.

6.3. In case the Client does not agree with the amendments, he/she is entitled to unilaterally repudiate the Agreement (clause 6.4 of the Agreement) while observing the obligations for payment (use, penalties, compensation and other payments) arising during the validity period of the Agreement or in connection with the performance, non-performance, improper performing of the Agreement. Repudiation of the Agreement does not exempt the Client from performing his/her obligations arising prior to termination of relations under the Agreement. In the event that the Client has not filed an application for termination of the Agreement in accordance with the Agreement (clause 6.4 of the Agreement), the Parties consider that the Client supports and agrees with the amendments to the Agreement (its appendixes, including Tariffs). The Client independently monitors the Website and / or the Mobile Application for changes in the terms of the Agreement. The risk of non-compliance with this requirement is fully borne by the Client. The provisions of this paragraph shall not apply to changes in the Tariffs within the framework of conducting special offers: such Tariffs shall be valid for the period indicated in the relevant notice (message on the Website, Mobile Application) about the special offer.

6.4. The Party has the right to unilaterally repudiate the Agreement by notifying the other Party about this with the date of termination of the relations under the Agreement. The Client is obliged to fulfill all his/her obligations arising from the Agreement, not later than the date of termination of the Agreement.

6.5. Repudiation of the Agreement on the initiative of the Client is carried out on the basis of the Client's own signed application executed in accordance with Appendix No. 5 to the Agreement. Scan-version of the application is sent by the Client to the Contractor by e-mail to [MobileCarodessa@mail.com](mailto:MobileCarodessa@mail.com).

6.6. The Contractor has the right to refuse unilaterally and unjudicially from performing the Agreement (to terminate relations with the Client under the Agreement) in the following cases:

6.6.1. violation by the Client of the terms and conditions stipulated in the Agreement, incl. requirements to the Client;

6.6.2. repeated violation of the Traffic Road Regulations by the Client, other requirements of the legislation of Ukraine;

6.6.3. Client's actions lead to deterioration of the technical condition of the vehicle;

6.6.4. damage to the vehicle in the event that the Contractor has reason to believe that the Client's actions were their cause;

6.6.5. in the event that the Contractor has reason to believe that the Client will violate the terms of the Agreement, fail to fulfill its obligations or obstruct the Contractor.

In this case, the Agreement is terminated at the moment of sending to the Client the relevant notification via the MobileCar Mobile application, or displaying information in the Personal Account and / or on the Website, or send SMS messages, or via e-mail. In the event that, at the time of notification, the Vehicle

Session is not terminated, the Client undertakes to immediately terminate the Session of Use in compliance with the requirements for the termination of the Session of Use and Vehicle Parking. The Client is responsible until the end of the Session.

6.7. Termination of the Agreement on any possible grounds is not grounds for discharging the Parties from performing obligations for payment (use, fines, compensation, commissions and other payments).

6.8. The Contractor has the right to block the Client's Account in cases specified in clause 6.6 of the Agreement, and also if there are the following circumstances:

6.8.1. in case of suspicion of dishonesty in the Client's actions (including, but not limited to, when providing false information, impossibility to debit funds, etc.) to block the Client's ability of using the MobileCar services completely or in part without notifying him/her of the reasons for the blockage;

6.8.2. If the Client has unpaid debts;

6.8.3. In the case of the Client's rude behavior;

6.8.4. In cases of the Client's attempts to mislead the Contractor;

6.8.5. In cases of failure to comply with the requirements of the Contractor provided for or arising from the Agreement;

6.8.6. In cases when the Client does not meet (ceased to meet) the requirements set by the Contractor for the Client related to the possibility of using the Vehicle under the Agreement;

6.8.7. In other cases, when violations by the Client of the Agreement in the opinion of the Contractor exclude the Client's ability to use the MobileCar service.

6.9. Blocking the Client's Account means limitation of the functionality of the Client's Account, as a result of which the Client can not submit an Application for the Use of the Vehicle, make a reservation, use the Vehicle, and also some other actions that are included in the scope of the rights of the unblocked Client's Account. The Client is not individually informed about the blocking of the Client's Account insofar as from the moment of blocking it will be impossible to perform actions for applying for use, booking, renting a vehicle, or performing some other actions.

6.10. The cancellation of the blocking of the Client's Account may be due to the expiry of a certain period of time, the fulfillment by the Client of his/her obligations, the elimination of circumstances that are the grounds for blocking. In addition, account blocking can be established for the period of making a decision on the expediency of further interaction with the Client under the Agreement.

6.11. The Customer agrees that blocking of the Client's Account in accordance with the Agreement is not the basis for the presentation of any claims by the Client, incl. requirements related to the provision of a vehicle for use.

## **7. Procedure for Settling Disputes**

7.1. All disputes and disagreements are settled by the Parties through negotiations. The time for consideration of the claim by the Party can not exceed 10 (ten) working days. All the Client's claims shall be sent in written form with a Client's handwritten signature to the mailing address of the Contractor in a way that confirms receiving the relevant document by the addressee and allows identifying the sender. The answer to the Client's claim can be sent to the Client by the Contractor via e-mail.

7.2. If the parties have not reached a settlement through negotiations, disputes and disagreements are submitted to the court decision in accordance with the current legislation of Ukraine.

## **8. Other conditions**

8.1. Any correspondence, telephone and other negotiations that took place before the entering into the Agreement, lose legal effect from the moment of concluding the Agreement.

8.2. Since concluding the Agreement the Parties recognize the legal force behind the documents (including exemption of clause 7.1 of the Agreement and in other cases directly specified in the Agreement) sent by e-mail (e-mail addresses and postal address of the Contractor specified in the Agreement and e-mail addresses and postal address of the Client indicated in the Confirmation of Accession), agree with the fact that these documents are equivalent to documents made on paper and signed by the handwritten signature of the respective authorized person in so far as only those persons authorized to sign the relevant documents have access to the relevant e-mail addresses and passwords and are obliged to keep them confidential and not to allow their use by third parties.

8.3. Similarly (paragraph 8.2 of the Agreement), the Parties recognize the validity of messages and actions, respectively, directed and performed through the use of the MobileCar Mobile application or the Website on behalf of the Client (using the Client's Account), and also using the telephone number specified by the Client in so far as only the Client has access to the corresponding Personal Account (to the Client's Account) and to the telephone number; the Client undertakes to keep all possible Passwords, Generated Passwords, Logins, Codeword and codes necessary for using the Personal Account (the Client's Account), and the phone number a secret and not allow third parties to use them.

8.4. Messages sent to e-mail are considered received by the addressee at the time of their sending. The Contractor has the right to leave without response on the merits when messages contain obscene or offensive language, threats to life and health of the Company's employees, property of the Company or its employees, informing the complainant of the inadmissibility of such conduct, and setting a fine in accordance with the Agreement.



8.5. Current information on the terms of the Agreement is available on the Website and MobileCar Mobile application. In the event of a contradiction in the version of the Agreement posted on the Website and the version of the Agreement posted in the MobileCar Mobile application, the version of the Agreement posted on the Website is used.

8.6. The Client undertakes to notify the Contractor of the change in the place of residence (registration), location, phone numbers, mobile phone numbers, e-mail address, other data provided by the Client to the Contractor, the change in name, surname, change of details of the identity document, change of the details of the driving license or disqualification from driving, change of the data of the document confirming the right of a foreign citizen / stateless person to stay (reside) on the territory of Ukraine, change of citizenship, other personal data, as well as data that make up the Client's Account, information about the disclosure to the third parties of the Login and / or the Password (Generated password), the Codeword, as well as about their loss or any circumstances that jeopardize the preservation of the Login, the Password, (Generated password), the Codeword a secret by contacting the Information Center of the Contractor and following the requirements of the Information Center Operator arising from the need for Client Identification and confirmation of the facts reported by the Client in accordance with this clause of the Agreement. The Contractor is not liable for any consequences related to the change of the Client's data specified in this clause of the Agreement, as well as for the conduct of actions with the Client's Account, if the Client has not notified the Contractor about circumstances specified in this clause of the Agreement, and / or provided the Contractor with incorrect data.

8.7. All appendixes to the Agreement, including those posted on the Website or in the Mobile Application are its integral part.

## **9. Addresses and Personal Details of the Contractor**

### **Contractor**

**Individual entrepreneur Andrey Zhukovsky**

NIN 2666432299 Sort code 328704

Settlement Account 26008054345896

Southern Main Regional Management Department of Public Joint Stock Company Commercial Bank PrivatBank Odessa

<http://MobileCar.com.ua>

E-mail: [MobileCarodessa@gmail.com](mailto:MobileCarodessa@gmail.com)

## **RULES ON USE OF MOBILECAR CARSHARING SERVICE (an integral part of the Agreement)**

### **1. Requirements for a Client**

1.1. a person is a citizen of Ukraine, a foreign citizen, or stateless person who legally resides on the territory of Ukraine;

1.2. the person has the right to drive the vehicle in accordance with the requirements of the current legislation;

1.3. has a valid driving license:

1.2.1. for citizens of Ukraine – a national driving license;

1.2.2. for foreign citizens – a national driving license of the state of which the person is a citizen or international driving license;

1.4. for stateless persons – an international driving license;

1.5. there are no contraindications for driving the vehicle provided for by the current legislation of Ukraine;

1.6. the Client's age is at least 21 (twenty-one) years;

1.7. the driving experience of the Client (category B) is at least 2 (two) years;

1.8. meets the requirements imposed by the current legislation of Ukraine to the person who is entitled to drive the vehicle;

1.9. has a permanent registration at the place of residence in Ukraine.

The person is not entitled to drive the vehicle in accordance with the Agreement if he/she does not comply with the requirements specified in this section, and also if he/she is in a state of alcoholic, narcotic, toxic or other intoxication.

The specified requirements for the Client are not exhaustive. The Contractor has the right not to enter into the Agreement with a person who does not meet the requirements specified in this section, as well as in the event that the Contractor has reason to believe that the Client (potential client) can admit breach of the Agreement or will not be able to provide reimbursement for possible damages. In accordance with Art. 627 of the Civil Code of Ukraine the Contractor is free to enter into the Agreement and the concluding the Agreement is not his duty.

### **2. The Period of Use of the Vehicle**

2.1. The period of use of the vehicle is measured in seconds. At the same time, the period of use for

the purposes of payment under the Tariffs is rounded up to minutes. So, in case the period of use is 1 minute and 1 second, for the purposes of the Agreement it is rounded up to 2 minutes.

2.2. The moment of providing the Vehicle to the Client is pressing the button "Start using" by the Client.

2.3. The moment of return of the Vehicle by the Client to the Contractor is the end of the Session of Use the Vehicle in accordance with the terms of the Agreement or the termination of the use of the Vehicle for other reasons.

### **3. Prohibitions and restrictions**

3.1. It is forbidden to:

- transfer the Vehicle for use by third parties;
- use the Vehicle for educational purposes;
- use the Vehicle in competitions (including unofficial ones), bets, contests, tests of any kind;
- use the Vehicle for commercial purposes (for profit), as a taxi;
- use the Vehicle for moving large items, hazardous materials;
- use the Vehicle for driving outside the road (paragraph 1.2 of the TRR);
- use the Vehicle for towing;
- use the Vehicle for transportation of goods, except for luggage: packages, bags, suitcases, travelling bags, attaché cases;
- use the Vehicle for transporting animals, except for transporting animals in closed carriers, ensuring no direct contact of animals with the Vehicle;
- change any characteristics of the Vehicle, make improvements / impairment of the Vehicle;
- transfer the operating of the Vehicle to third parties;
- smoke in the Vehicle, drink alcoholic beverages, use narcotic drugs;
- transport persons in a state of alcohol, narcotic or other intoxication;
- make the Vehicle dirty during the use of the Vehicle. It also includes leaving extraneous things in the Vehicle after the end of the Session of Use;
- use and leave the Vehicle with violation of the Territorial Restrictions in the use of the Vehicle established by the Agreement;
- violate technical requirements for the operation of the Vehicle set by the vehicle manufacturer;
- dismantle, deactivate or damage the vehicle equipment;
- fill the Vehicle with fuel not provided for by the Agreement and not intended for the used vehicle;
- leave the Vehicle with open doors, windows, trunk, hood.

### **4. Procedure for Registration and Authorization**

4.1. In order to ensure the possibility of performing actions aimed at selecting, submitting an application for using the vehicle, reserving the vehicle, using the vehicle within the framework of the Agreement, the services of the Website are used, as well as MobileCar Mobile application.

4.2. With the MobileCar Mobile application, it is possible to make a choice, send applications for the use of the vehicle, book a vehicle, perform actions within the Session of Use, as well as perform other actions with the Vehicle provided for by the Agreement and technically provided by the MobileCar Website and Mobile application respectively.

4.3. The use of MobileCar Mobile application services is possible only if the Client is registered as a user in the MobileCar Mobile Application and authorized respectively in the MobileCar Mobile application in accordance with the actions set in the MobileCar Mobile application.

4.4. For Client Registration in the MobileCar Mobile application, the Client provides the required information about him/herself, including his/her personal data:

- surname, first name, patronymic;
- the number of the mobile phone registered to the Client;
- e-mail;
- a codeword
- password

In addition, the Client submits to the Contractor, through the technical capabilities of the Website or the MobileCar Mobile application, a scanned copy (photo) of the passport and driver's license (in full).

To continue registration, the Client is obliged to put in the appropriate field a note on consent to the processing of personal data, familiarization with the terms of the Agreement and acceptance of the terms of the Agreement.

After specifying the data listed in this paragraph and sending the scanned copies (photos) of documents, the Client is notified via an SMS message about the need to complete the registration. At this stage, in order to complete the registration procedure, the User must link his mobile card (VISA or MASTERCARD) to the MobileCar Mobile Application service, from which the funds will be debited as payment under the Agreement, and which allows Internet payments to be made. The linking of the bank card is carried out at the interaction (redirection from the Site or the MobileCar Mobile application) of the User with the partner bank of the Company.

4.5. The Client agrees that when linking (integrating) the Customer's bank card into the MobileCar Mobile application, the Contractor's partner bank as a check of the possibility of debiting the funds from the Customer's bank card shall debit the Customer's bank card of a cash amount not exceeding 300 UAH.

4.6. The Contractor shall verify the data submitted by the Client within 3 days.

4.7. In the event that the Client provides inaccurate information or unreadable information, or if the Contractor has reason to believe that the information provided by the Client is invalid, the Contractor has the right, at his discretion, to block the Client's access to use the service (or its individual functions) of the MobileCar Mobile application associated with the performing the Agreement, and also to delete the Client's Account.

4.8. After the Contractor receives the confirmation of the accession to the Agreement signed by the Client, the Client Registration is completed and the Account is activated.

4.9. Upon the end of the Client's registration, access to the MobileCar Mobile application service is provided when the Login and Password (Generated Password) are entered.

4.10. Authorization is performed when entering the Login and Password (Generated password). The Contractor has the right to establish the requirements for the Password and not allow the use of Passwords that do not meet such requirements.

4.11. After the Client's Authorization in MobileCar Mobile application, the Client has the right to use the MobileCar Mobile application service, which provides the opportunity to choose, apply for the use of the vehicle, book, and use an available vehicle in accordance with the Agreement.

4.12. The Client undertakes to keep confidential information about the Login and Password (Generated password), as well as other personal data, including those by means of which access to the services of the Website or the MobileCar Mobile application on behalf of the Client can be obtained. In case of loss of the Login, Password (Generated password), codeword, or if there are reasons to believe that this data (as well as other personal data) was taken by a third party, the Client must, using the contact information specified by him/her when registering, file a request to the Contractor to block the Account and choose a different Password, and upon agreement with the Contractor, also the Login. Request for blocking of the Account is considered by the Contractor within 1 (one) hour from the moment of sending the request. All risks arising from not-fulfilling of this obligation by the Client lie on the Client.

4.13. Upon the end of the registration, all calls to the Contractor's Information Center are made from the registered and confirmed contact number of the mobile phone or other phone on conditions that the Client provides personal data and the Client's codeword.

4.14. The Client can change the contact number of the mobile phone by providing a relevant written application to the Contractor at the email address [mobilecarodessa@gmail.com](mailto:mobilecarodessa@gmail.com). The Contractor notifies the Client of the change of the contact number of the mobile phone by sending an SMS message to the new contact number of the mobile phone.

4.15. The Client confirms that all actions performed using the Client's Account after Client Authorization in the Mobile Application using the Login and Password of the Client Account are the Client's actions.

#### **5. The Procedure for Applying for the Use of the Vehicle. Reservation of the vehicle. Beginning and end of the Session of Use**

5.1. The client chooses any available vehicle on the Website or MobileCar Mobile application, determining the location of the vehicle, while being guided by the principle of sufficient funds on his/her bank card to pay for using the vehicle.

5.2. The client submits an application for the use of the vehicle using the functionality of the Website or via the mobile application MobileCar. After selecting the vehicle, the Client presses the "Reservation" button, after which the application for the use of the vehicle is considered to be submitted.

5.3. The application for reservation of the Vehicle is valid 20 (twenty) minutes from the moment of its submission. During the validity of the application, the Client undertakes to start the Session of Use or refuse to use the Vehicle (cancellation of the application for the use of the Vehicle).

5.4. In the event that within 20 minutes from the moment of fixing the relevant application of the Customer, the Session of Use of the vehicle was not started, the reservation is automatically transferred to the Standby mode according to the current tariff.

5.5. The Client has the right to cancel the application for the use of the Vehicle, as well as to terminate the reservation, at any time prior to the start of Use in the MobileCar Mobile Application. The cancellation of the application for the use is allowed three times within 24 hours from the date of submission of the first application for the use of the vehicle.

5.6. After the cancellation of the second consecutive application for the use of the vehicle without the beginning of the Session of use, only the Reservation of the Vehicle is allowed in accordance with the Tariffs. The possibility of applying for the use of the vehicle is activated 24 hours after the last cancellation of the application for the use of the vehicle (for the Mobile application – provided the Mobile application is re-entered).

5.7. To unlock the doors of the vehicle and perform the actions stipulated in cl. 5.16-5.19 of the Rules,

the Client presses the "Start using" button in the Mobile application. Within 3 (three) minutes from the moment of pressing the button "Start using" in order to implement the actions specified in cl. 5.16-5.19 of the Rules, the rent (reservation fee for the vehicle) is not charged.

5.8. By pressing the "Start using" button in the MobileCar Mobile application, the Client confirms the performing of the actions specified in cl. 5.16-5.19 of the Rules, and also confirms the obtaining of the Vehicle. The fulfillment of this action by the Client is equivalent to receiving the Vehicle under the act of transfer and does not require the execution of any additional documents.

5.9. It is possible to get out of the Vehicle without stopping the Session of Use, it is necessary to stop the engine, put the transmission lever in the "P" mode, raise the windows of all doors, exit the vehicle, close the doors and in the MobileCar Mobile application press the "Close" button, so the car is put into the Standby mode and charged according to the standby tariff. In this case, the vehicle automatically closes. It is possible to open the vehicle using the MobileCar Mobile application by pressing the "Open" button and continue the trip according to the Basic Tariff.

5.10. The end of the use of the vehicle is carried out on condition that the engine of the vehicle is switched off and the transmission lever is shifted to the "P" mode, raising the windows of all doors. After getting out of the Vehicle, the Client presses the "End using" button in the MobileCar Mobile application, in which case the Vehicle automatically closes. From the moment the "End using" button is pressed, the Session of Use of the Vehicle is completed.

5.11. Leaving the Vehicle is allowed only with observance of the requirements established by the Agreement, by the order of actions established by the Rules (the Standby mode or the completion of the Session of Use).

5.12. The period of the use of the vehicle is calculated from the moment the button "Start using" is pressed in the MobileCar Mobile application, before the actual end of the Session of Use of a particular vehicle by the Client. The actual end of the Session of Use is confirmed by clicking the "End Using" button in the MobileCar Mobile application. End of the Session of Use of the Vehicle during the impoundment of the vehicle, in the special penalty parking lot is allowed only upon agreement with the Contractor.

5.13. When sending an application for the use of the vehicle via the mobile application MobileCar, as well as when reserving the vehicle, the Client can activate the alarm signal selected for using the vehicle (reserved vehicle) (periodic flashing of the vehicle's parking lights) for a more convenient search for the vehicle.

#### **Submission of an application for use of the Vehicle via the Information Center of the Contractor**

5.14. In exceptional cases, if the MobileCar Mobile application can not be used, the Client has the right to perform the actions stipulated in cl. 5.9-5.13 by contacting the Contractor's Information Center by phone 048-700-15-04 or 0-800-750-630 or by e-mail MobileCarodessa@gmail.com, and inform about the problems encountered. The client is obliged to act in accordance with the instructions of the dispatcher.

5.15. For the purposes of Client Identification, when calling the Contractor's information center, it may be necessary to communicate personal data, as well as the codeword. The Operator of the Information Center of the Contractor offers the Client the nearest available vehicle, indicates its location and, if the application for the use or reservation of the vehicle is successfully submitted, informs the Client about the fact, respectively, of applying for the use of the vehicle or the reservation.

#### **Actions before the beginning of the Session of Use**

5.16. Prior to the beginning of the Session of Use of the Vehicle, the Client is obliged to inspect the vehicle for any shortcomings of the vehicle, including: external damage, damage inside the vehicle, incl. dirtying of the passenger compartment, presence (damage) of registration and insurance documents on the vehicle (in the glove compartment, as well as in the sun visor), standard car kit (first aid kit, fire extinguisher, emergency stop sign), all accessories and additional equipment, incl. rugs, keys to the vehicle, special equipment (clause 2.8.7 of the Agreement), registration marks of the vehicle, and, in case of damage, record photos and report any shortcomings, including damage, dirtying and (or) the absence of specified documents to the Contractor through the Information Center of the Contractor. Photos with the recording of damages are sent by e-mail to the Information Center of the Contractor to the address: MobileCarodessa@gmail.com Not notifying about external damages, damages inside the vehicle, incl. about the dirtying of the passenger compartment or other shortcomings of the vehicle, the absence or damage of registration and insurance documents on the vehicle, means that the Client has obtained the vehicle in the proper condition without external damage, chips, scratches, with the presence of all documents specified in this clause.

5.17. Use of the Vehicle when detecting damage or other shortcomings, incl. in the absence (damage) of registration or insurance documents on the Vehicle – is not allowed without the consent of the Contractor. Damage assessment is performed by the Contractor in accordance with the instructions for determining normal wear and tear.

5.18. If the external damage or shortcomings of the vehicle, the absence or of damage to documents and items specified in clause 5.16 of the Rules have not been detected by the Client, the Client performs the actions provided for in clause 5.8 of the Rules (accepting of the vehicle by clicking the "Sign" button).

5.19. Upon receiving a message on the presence of damage to the vehicle, as well as about the garbage inside the vehicle, trunk of the vehicle, internal damage to the vehicle, absence of documents specified in

clause 5.16 of the Rules, other shortcomings impeding the operation of the vehicle, the Client refuses to accept the vehicle (pressing the "Cancel" button), and the Contractor may provide other available vehicle for use according to the Agreement or by agreement with the dispatcher (operator) to make a trip.

#### **Actions in case of a road traffic accident**

5.20. In the event of a road traffic accident, the Client undertakes to perform all the necessary actions provided for by the current legislation of Ukraine and the Agreement with regard to the participant in the accident. In addition to the specified actions, the Client undertakes to notify the Contractor (Information Center) of the accident immediately and follow the instructions of the Contractor. The first step in the event of an accident is to report at the number 0-800-750-630 or 048-700-15-04 and follow the instructions of the dispatcher (operator).

#### **6. Vehicle charging**

6.1. The vehicle is charged by the Contractor.

6.2. The client is obliged to inform the Contractor about the battery charged below 20% on the phone 048-700-15-04 or 0-800-750-630

#### **7. Bonuses and special offers**

7.1. The Contractor reserves the right to establish various bonuses for clients, conduct special offers, expressed in the provision of certain Contractor's favourable terms for using the MobileCar service (including booking, Service, etc.).

7.2. Bonuses are not given in cash or other equivalent. Bonuses can be used only for the purposes of using MobileCar services, unless otherwise provided by the relevant special offers conducted by the Contractor. The accounting of bonuses in grivnas is carried out exclusively for the convenience of accounting bonuses.

7.3. Bonuses, expressed in the provision of additional time, represent the transfer to the Customer's Bonus Account the equivalent of the cost of the corresponding number of minutes for a particular tariff in accordance with the terms of the bonus special offer.

7.4. Bonuses are credited, as a rule, during twenty-four hours following the day when the Client fulfills the conditions for obtaining the corresponding bonus. The use of bonuses credited to the Bonus Account is possible only after they have been credited.

7.5. Unless otherwise provided by the terms of the specific bonus special offer, at the end of the Session of Use, the debit from the Bonus Account is equivalent to the equivalent of the cost of minutes for a given tariff is carried out in the first place.

7.6. Bonuses and special offers are approved by the Contractor, their conditions are posted on the Website, in the Mobile application.

7.7. Discounts (reduction of the cost of using MobileCar services) are not summarized and can be used by the Customer only on one basis – for which the maximum discount is provided.

7.8. The Contractor has the right to cancel Bonuses from the Client's Bonus Account in case the Contractor determines that the Client is abusing his/her rights to receive bonuses or on their use, including, but not limited to: distributes the given to him/her passwords or codes among an undefined circle of persons; carries out paid transfer of passwords and codes.

7.9. Upon the termination of relations under the Agreement bonuses are not returned, their monetary equivalent is not given out.

#### **Contractor**

**Individual entrepreneur Andrey Zhukovsky**

NIN 2666432299 Sort code 328704

Settlement Account 26008054345896

Southern Main Regional Management Department of Public Joint Stock Company Commercial Bank PrivatBank Odessa

<http://MobileCar.com.ua>

E-mail: [MobileCarodessa@gmail.com](mailto:MobileCarodessa@gmail.com)

**Appendix No. 1 to the MobileCar Agreement  
TARIFF RATES**

**A MINUTE TARIFF**

<b>"Reservation"*</b>	
<b>"Standard" (valid on weekdays from 06:00 to 00:00)</b>	
per minute	4,00 UAH
<b>"Standby" (valid at any time of the day)</b>	
per minute	2,00 UAH
<b>"Night" (valid from 00:00 to 06:00)</b>	
per minute	8,00 UAH
<b>"Weekends and holidays" (valid from 06.00 to 00.00)</b>	
per minute	5,00 UAH
<b>"Daily" (valid 23 hours 59 minutes) - 899 UAH **</b>	
<p>* the "Reservation" service is activated from the moment of pressing the button "Book" and is valid for 10 minutes after submitting an application for booking a vehicle. You have 10 minutes to reach the car before using the service. If you did not start using the service within 10 minutes, the reservation is automatically transferred to the Standby mode according to the tariff. If during the day the reservation is cancelled three times, then the 4th, 5th, etc. are charged 3 UAH per minute.</p>	
<p>** Valid from the moment of booking. Money for the day (899 UAH.) is debited off immediately after you click the "Start a trip" button and after 23 hours 59 minutes, if the client does not complete daily rental, the tariff is automatically switched to the corresponding per-minute tariff. Charging the car is payed separately. One charging is 120 UAH</p>	

The minute tariff is base for all users of the MobileCar service and applies to all Clients.

**MINUTES PACKAGES**

In accordance with clause 3.16 of the Contract, the Contractor provides for the possibility of the Client purchasing the Minutes Packages. Following the instructions posted on the Website, the Client can purchase Minutes Packages. The Client's possession of the purchased Minutes Packages does not exclude the Contractor's right to block the Customer's Account as provided for in the Agreement.

Prepaid minutes do not "burn up" with time and can be used by the Client at any time, having the right to use the MobileCar service in accordance with the terms of the Agreement and its appendixes.

Information on the Minutes Packages, the procedure and conditions of their purchase are posted on the Website.

**Appendix No 2 to the MobileCar Agreement.  
Fines**

1	Causing (allowance of) damage to the vehicle, including as a result of an accident that occurred due to the client's fault	The amount of the deductible under the CASCO contract is 8000 (eight thousand) UAH and 900 (nine hundred) UAH / day for demurrage
2	Unauthorized application of stickers, or removal of the Contractor's Trademark or other damage to the outside appearance of the vehicle	2 000 (two thousand) UAH
3	Unauthorized disconnection or damage to the vehicle tracker	6 500 (six thousand five hundred) UAH
4	Failure to provide or late submission of the documents, non-fulfillment of requirements, specified in clause 2.25.9-2.25.13 of the Agreement	4 500 (four thousand five hundred) UAH
5	Transfer of control to a third party	- a first time – a warning; - a second time – a fine of 500 UAH - a third time – a fine of 1000 UAH - a fourth time – blocking the account
6	The Client being at the wheel (including the driving of the rented vehicle) in the state of alcohol, narcotic, toxic or other intoxication.  Transfer of control to a third person in a state of alcohol intoxication	25 000 (twenty five thousand) UAH  The fine is added up to a fine for transferring control to a third party
7	Use of the vehicle in violation of Cl. 2.5 of the Agreement	1000 (one thousand) UAH
8	Leaving the vehicle (regardless of the mode of use of the vehicle) outside the Permitted Zone, on the territory without open access, on the territory of a closed, paid or specialized parking lot, on the territory for which access is required, leaving the vehicle with violation of the traffic road regulations (clause 5.20 of the Agreement	2 000 (two thousand) UAH and reasonably determined compensation of the Contractor's costs for moving the vehicle to the Permitted Zone
9	In case of unauthorized disconnection or damage to the tracker of the vehicle (GPS device)	10 000 (ten thousand) UAH
10	In case of impoundment of the vehicle due to actions (inaction) of the Client	2 000 (two thousand) UAH. and reasonably determined compensation of the Contractor's costs for returning the vehicle from the specialized penalty parking lot
11	Loss or damage to documents on the vehicle (registration and insurance), other documents on the vehicle (in the glove compartment, sun visor), an individual parking cards, a fuel card.  Loss of standard kit (first-aid kit, fire extinguisher, emergency stop), accessories and additional equipment, incl. rugs, keys to the vehicle, special equipment (Section 2.8.7 of the Agreement), registration signs of the	1 800 (one thousand eight hundred) UAH  1 800 (one thousand eight hundred) UAH and reimbursement of costs associated with restoration (acquiring) of the lost documents and subjects, restoration (acquisition) of the specified accessories,



	Vehicle	equipment and devices
12	Dirtying of the vehicle and leaving garbage in the vehicle, smoking	2 000 (two thousand) UAH
13	Completion of 5 hour session of using the vehicle with a charge of less than 40% without connecting the vehicle to the charging station of mobilecar.	200 (two hundred) UAH
14	Completion of a long session of using the vehicle (Tariffs: "Daily", 3 Days, 5 Days, 7 Days, "Weekends") with a charge of less than 40% without connecting the vehicle to the charging station of mobilecar.	500 (five hundred) UAH
15	Completion of the use of the vehicle with the battery charged less 10%, and not informing the operator	500 (five hundred) UAH
16	Client's breach of clause 2.25.20 of the Agreement	1 500 (one thousand five hundred) UAH
17	Sending by the Client messages that contain obscene or offensive expressions, threats to life and health of the Company's employees, or presenting of the above in the verbal form	500 (five hundred) UAH
18	Exceeding the speed according to Road Traffic Regulations	- a first time - a warning; - a second time - a fine of 200 UAH - a third time - a fine of 500 UAH - a fourth time - account blocking
19	Aggressive driving	- a first time - a warning; - a second time - a fine of 200 UAH - a third time - a fine of 500 UAH - a fourth time - account blocking

\* - Payment of a fine does not exempt the Client from the obligation to pay damages

**Contractor**

**Individual entrepreneur Andrey Zhukovsky**

NIN 2666432299 Sort code 328704

Settlement Account 26008054345896

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**Appendix No. 3 to the MobileCar Agreement**  
**INSTRUCTION FOR DETERMINING OF NORMAL WEAR OF THE VEHICLE**

The present instruction for the determining of normal wear of the vehicle (hereinafter - the Instruction) establishes minimum standards for the state of the vehicle, which are defined as "normal wear of the car".

The assessment of normal wear and damage causes is carried out by the Contractor in accordance with clause 2.8.8 of the MobileCar Agreement and depends, as well, on the period, the nature of the operation of the vehicle, the actual mileage of the vehicle. These circumstances are taken into account when determining the state of the vehicle. However, a number of damage to the vehicle is beyond the scope of wear, which is possible during normal operation of the vehicle. Normal wear in any case can not mean damages as a result of an accident.

Nature of damage

Acceptable	Unacceptable
<b>Body and lacquer coat</b>	
<p>Chips and scratches up to 10 cm provided that they can be removed by mechanical polishing;            Scuffs and traces of abrasive wear up to 2 cm, provided that they can be removed by mechanical polishing; Dents up to 2 cm provided no more than two dents on the parts;            Small chipped areas from stones, provided that no more than 25% of the surface of a part is damaged and there is no corrosion under the chips;            Chips correctly treated in order to avoid corrosion</p>	<p>Chips and scratches more than 10 cm;            Scuffs and traces of abrasive wear more than 2 cm;            Chips, scratches, scrapes and traces of abrasive wear that can not be removed by mechanical polishing;            Dents more than 2 cm;            More than two dents on a part;            Dents, scrapes, scratches with traces of corrosion;            Chipped areas (from stones), occupying more than 25% of the surface of a part;            Poor car painting with visible difference in color;            Low-quality body repair; Corrosion due to damage of any type; Color change as a result of external influence (chemicals, plants, excrement of animals and birds, etc.)</p>
<b>Radiator guard and bumper</b>	
<p>Chips and scratches up to 10 cm provided that they can be removed by mechanical polishing;            Scuffs and traces of abrasive wear up to 2 cm, provided that they can be removed by mechanical polishing;            For textured or unpainted bumpers: scratches and scuffs up to 10 cm are considered acceptable; For textured or unpainted bumpers: scrapes and abrasive wear marks up to 2 cm are considered acceptable;            Dents up to 2 cm, not more than 2 dents on the bumper or radiator guard;</p>	<p>Chips and scratches more than 10 cm or regardless of size, if they can not be removed by mechanical polishing;            Scuffs and traces of abrasive wear more than 2 cm, regardless of size, if they can not be removed by mechanical polishing; For painted bumpers: any chips, scratches, scrapes and abrasive wear that can not be removed by mechanical polishing;            Broken, cracked or deformed radiator guards and bumpers; Dents more than 2 cm;            More than two dents on the bumper or radiator guard;</p>

Color change as a result of external effects, for example, weather factors.	Damage resulted from improper use of chemicals and external influences (plants, excrements of animals, birds, etc.)
<b>Tires and disks</b>	
Tires with residual tread depth at least 1.6 mm for summer rubber, 4 mm for winter tires, with a protector meeting local regulatory requirements; On the surface of the cap, steel or light alloy wheel: one scratch, abrasion or a trace of abrasive wear up to 10 cm; On flanging of steel or light alloy wheels: one scratch, abrasion or a trace of abrasive wear up to 10 cm	Scratches, scrapes or traces of abrasive wear more than 10 cm; The deformation of the tire caused by a driving onto the curb; Dents, cracks or cuts on the tires; Damage to sidewalls or tread; Tire punctures by foreign objects; Broken or deformed cap, steel or alloy wheel; Corrosion on steel or alloy wheels
<b>Glass and exterior automotive lighting</b>	
Chips from stones are not more than 1 cm and are not in the zone A of the windshield (the central part of the glass is 290 mm wide); Chips from stones on the surface of automotive head lamp, fog lamps or turning indicators, not through and not affecting the performance	Broken glass or exterior automotive lighting; Cracks or chips on exterior automotive lighting, limiting their functions. All light bulbs must work properly; Self-applied sunscreen or tinted strips should be completely removed from the windscreen and all glasses, unless they have been applied by a qualified technician, torn or began to peel off at the corners of the windscreen; Chips and cracks more than 1 cm and / or in zone A
<b>Mirrors and external finish</b>	
Painted mirror cases: scuffs and scratches up to 5 cm, provided that they can be removed by mechanical polishing; For textured or unpainted mirrors: scratches and scuffs up to 5 cm	Painted mirror cases: scuffs and scratches more than 5 cm or any scuffs and scratches that can not be removed by mechanical polishing; For textured or unpainted mirror cases: scuffs, scratches and tears more than 5 cm; Deformed or broken mirrors and / or mirror cases
<b>Inside of the vehicle</b>	
Dirtiness and stains on seats, interior upholstery, rubber or fabric rugs, which can be removed by a routine interior cleaning (without car wash); Seats with traces of wear and dents as a result of normal use; Changing of the color of the panel as a result of everyday use and wear	Dirtiness and stains on seats, interior upholstery, rubber or fabric rugs, requiring washing or special dry cleaning; Cuts, traces of abrasive wear, tears, holes and other damages and deformations inside the vehicle, of material of interior upholstery, rubber and fabric rugs; Holes in the console after removing the equipment; Cuts, notches or broken stitches on the steering wheel; Unpleasant smells requiring special cleaning for removing

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**Appendix No. 4 to the MobileCar Agreement**  
**TERRITORIAL RESTRICTIONS ON THE USE OF THE Vehicle**

**I. PERMITTED AREA OF ODESSA**

1. Movement of the vehicle, as well as the leaving the vehicle in the Standby mode is allowed within the internal borders of Odessa and outside the city.

2. Completion of the Session of Use within the internal borders of Odessa.

3. Movement and leaving of the vehicle (stop, parking, including in the Standby mode or at the end of the Session of Use) is allowed only with observance of the requirements established by the legislation, incl. Road Traffic Regulations, as well as the Agreement (appendixes to it), in places where stopping (for stopping) or parking (for parking) of cars is permitted, free parking without restrictions (including by a type of vehicle or time) in accordance with Road Traffic Regulations. Leaving (stopping, parking) the vehicle in any case is not allowed in violation of Road Traffic Regulations, in underground parking lots, on sidewalks, in closed or specialized parking lots, in private parking lots, on the territory for which permission is necessary, in places where stop / parking (free stop / parking) is allowed temporarily (at certain times, days), in places where there is no access to the GPS system and / or to the Internet and / or mobile communication, in parking spaces for the disabled, for cargo vehicles, on the territory of paid parking.

4. The Permitted Zone for termination of use is marked green in the MobileCar Application and on the Website. In the Green Zone, the Client can end the use of the service, outside the green zone the car is put on Standby Mode.

**II. TERMS OF LOCATING THE VEHICLE ON THE TERRITORY OF AIRPORTS**

**1. General rules**

Leaving the Vehicle on the territory of airports is an exception to the requirements of clause 2.7 of the Agreement and is allowed only in accordance with the layout for the parking spaces of airports specified in these Rules.

If the vehicle is used on the territory of the airport, as well as when the vehicle is left on the airport territory (regardless of the mode of use of the vehicle and the applicable tariff), the Client undertakes to comply with the requirements of the current legislation, the terms of the MobileCar Agreement, the requirements and conditions specified by the respective owner of the territory on which it is allowed to park the Vehicle.

**2. Features of locating the vehicle on the Territory**

2.1. In the event that there are no available places where vehicles are located, the client agrees to notify the Contractor in accordance with the rules of clause 2.25. 10 of the MobileCar Agreement. Subject to compliance with this requirement and only in the absence of available places on the Territory, the Client is entitled without a fine to leave the vehicle in an adjacent parking lot.

Violation of these Rules entails liability measures provided for by the Agreement and its appendixes. Along with the stipulated fines (the Client's contractual liability), the Client undertakes to fully reimburse the Contractor for all costs and expenses incurred by the Contractor in connection with the violation of these Rules by the Client, the legal requirements of officials, authorities and organizations in connection with the use (incl. leaving the vehicle) on the territory of the airports specified in these Rules.

