

1. SUBJECT MATTER OF THE TERMS AND CONDITIONS

- 1.1 These Terms and Conditions regarding lease and provision of Services (hereinafter – Terms and Conditions) establish:
 - 1.1.1 Vehicle reservation procedure;
 - 1.1.2 Vehicle use procedure;
 - 1.1.3 Requirements and undertakings for the Lessee for reservation and using procedure of the Vehicles;
 - 1.1.4 Vehicle inspection conditions;
 - 1.1.5 Other conditions related to the use of Vehicle.
- 1.2. These Terms and Conditions indicate the necessary information regarding the reservation and use of the Vehicle. While reserving and using the Vehicle, the Lessee must act in accordance with the criteria of reasonableness and fairness, must assure that the respective actions related to the reservation of the Vehicle are performed as expected with the care of an orderly and prudent owner.
- 1.3 Regarding any issues in relation to the Agreement, these Terms and Conditions or the use of the Vehicle the Lessee may contact the representatives of the Lessor by: phone +371 27 33 27 33 (working hours daily 00 - 24) or email info@carguru.lv
- 1.4 The Agreement is concluded in Latvian and English language. In the event of any conflict between the Latvian and the English version, the Latvian version shall prevail.
- 1.5 The captions, titles, sub-titles and numbering set forth in these Terms and Conditions are for reading purposes only and shall not be taken into account when interpreting a specific clause.

2. DEFINITIONS

- 2.1 Lessor – LLC SLYFOX, reg. nr. 40203025969, VAT nr. LV40203025969, legal address at Meža prospekts 15, Jūrmala, LV-2010. Party to this Agreement, indicated hereto as the Lessor.
- 2.2 Lessee – legally capable natural person indicated in the Agreement, 21 year old and possessing a valid category B driver's license held for a minimum of 2 (two) years. Each time when the Lessee registers with the Mobile Application and begins to use the Vehicle, he/she unconditionally confirms by the respective action that he/she has the right to use the Vehicle under the conditions indicated in the Agreement and the Terms and Conditions.
- 2.3 Parties – collectively the Lessor and the Lessee; each of them separately as the Party, when avoiding distinguishing one of them.
- 2.4 Agreement – Vehicle lease and services Agreement, concluded between the Lessor and the Lessee, containing the conditions of the Agreement, these Terms and Conditions, List of Penalties.
- 2.5 Terms and Conditions – Terms and Conditions regarding lease and provision of Services, which are confirmed by the Lessee by concluding this Agreement and which are an inseparable part of the Agreement.
- 2.6 Vehicle - a fuel propelled Vehicle which is provided by the Lessor to the Lessee for use in accordance with the procedure and terms indicated in the Agreement and the Terms and Conditions.

- 2.7 The Vehicle Use Period shall commence, when the Vehicle is unlocked by selecting command “Begin a Ride” on the screen of smartphone by using the Mobile Application of the Lessor, and shall end upon returning the Vehicle to the Site location specified in the Terms and Conditions and finishing the lease of the Vehicle by selecting command “Finish Ride” on the screen of a smartphone by using the Mobile Application of the Lessor. Maximum term of one lease period is 24 hours or according to the selected tariff in the Mobile Application.
- 2.8 Vehicle System – an electronic system installed in the Vehicle, recording and delivering to the Lessor the location of the Vehicle, distance covered by the Vehicle, Vehicle usage time, as well as other data in relation to the Vehicle and its use.
- 2.9 List of Penalties – List of Penalties for improper performance or failure to perform the Agreement (including, but not limited to the Terms and Conditions).
- 2.10 Business Hours – Business hours of the Lessor, i.e. time period from 9 AM to 5 PM Latvian time from Monday to Friday, except for the public holidays, provided in the legal acts of the Republic of Latvia, as well as other exceptions indicated in the legal acts.
- 2.11 Site - Vehicle parking place where the Lessee receives the Vehicle and returns it. The Site list is available here: www.carguru.lv/lv/parkinglist . The Lessor is entitled to unilaterally update the Site list at any time, informing the Lessee in the Mobile Application about any amendments to the Site list. Due to this reason, the Lessee is encouraged to get acquainted with the Site list when parking the Vehicle.
- 2.12 Price List – fees for the Vehicle lease and Services, as well as other fees, all of which are provided in the Mobile Application. The Lessor may change the Price List unilaterally upon announcing it in the e-mail and/or the Mobile Application.
- 2.13 Mobile Application – Vehicle search, reservation, use, payment and other services system owned by the Lessor, which is managed by a smartphone. The Mobile Application may be downloaded free of charge from the App Store or Google Play platforms.
- The Lessee must have a smartphone that is compatible with the technical requirements of the Mobile Application. For every download of the Mobile Application, the system automatically checks whether the smartphone is compatible with such requirements. The Lessor does not guarantee compatibility in that respect. The Lessee personally shall provide the possibility of mobile data connection and shall bear any data transmission costs which become payable to the Lessee's mobile service provider.
- 2.14 Services – a car sharing Service provided by the Lessor, that include the Vehicle maintenance (major, current repairs, technical service) services, compulsory insurance against civil liability for the Vehicle’s holder and Vehicle insurance (CASCO), all other materials necessary for the exploitation of the Vehicle (e.g. fuel, oil, windscreen washing fluid).
- 2.15 Home area - is a city within the boundaries of which the Vehicle can be leased and returned. Home areas in this Agreement are Riga, Airport “Riga” and Jurmala.
- 2.16 User Account – the Lessee’s profile in the Mobile Application.

- 2.17. Lease Fee – is a fee that the Lessee pays to the Lessor for the Services in accordance with the selected tariff in the Mobile Application.

3. USER ACCOUNT AND USER DATA

- 3.1 To be able to lease, reserve, and use the Vehicle, the Lessee:
 - a) Must have entered the corresponding data in the Mobile Application, in order to establish the User Account or
 - b) Have an active User Account with the payment method, which is accepted.
- 3.2 In the User Account in the Mobile Application, the User Account holder, payment card holder and the Lessee should be one and the same person. The Lessee must keep the personal data he/she entered into the User Account in the Mobile Application up to date. This shall apply in particular to the Lessee's declared and real address, email address, mobile phone number, driver's license information and payment card information. If the data is demonstrably out of date (e.g. email cannot be delivered, mobile phone number is outdated), Lessor reserves the right to temporarily block such Lessee's account.
- 3.3 Lessees are strictly prohibited from enabling any third party, who is not the Lessee, to drive Lessor Vehicles. In particular, it is not allowed to disclose the Lessee login data (user number, password) to any third party. This shall also apply if such third parties are other Lessees themselves. For every case of non-compliance, the Lessee shall pay a contractual penalty according to the List of Penalties. The right to claim further damages shall remain unaffected. In this case, the contractual penalty shall be deducted from such further damages.

4. USE OF THE MOBILE APPLICATION

- 4.1 By signing the Agreement in Mobile Application, the Lessee shall provide his/her mobile phone number, which shall be considered as the Lessee's login number.
- 4.2 Upon Lessee's first registration with the Mobile Application, the password is generated automatically, which can be changed after registration in the Mobile Application and which shall be used for further logins to the Mobile Application, and the Lessee registers the payment card, which is verified. During the payment card verification, a registration fee in the amount of EUR 1 (one) may be reserved.
- 4.3 Login to the Mobile Application is provided only to the respective natural person, the Lessee, therefore, the Lessee must preserve such data and must not disclose it to anyone.
- 4.4 The Lessee must immediately inform the Lessor in case the Lessee loses the login data and such data becomes known to third persons to enable the Lessor to block such Mobile Application and prevent misuse. The Lessee shall be informed that the User Account has been blocked. After the receipt of such notice, the Lessor shall immediately, but not later than within 8 (eight) Business Hours, provide the Lessee with a new login data.
- 4.5 The Lessee shall ensure the compliance with all reasonable security measures, including, but not limited to anti-virus programs while connecting to the Mobile Application, and shall be liable for all the consequences, which arise due to insufficient security of the Lessee's other systems.

- 4.6 The provision of Services may be subject to restrictions and inaccuracies, that are outside of the Lessor's control. This applies in particular with regard to the availability of mobile data services provided by mobile network operators, the mobile network, the positioning services by a global navigation satellite system and the internet access. These are limited to the service area of the respective mobile services provider's radio stations. The unavailability of the mobile network may in particular cases cause specific Services to be unavailable because the required data transfer does not work. Also, these Services may be affected by atmospheric interferences, topographic conditions or obstacles (e.g. bridges, tunnels, buildings). The same applies for the positioning services based on the global navigation satellite system. Also the use of the internet may be subject to additional restrictions (e.g. network overload). Furthermore, temporary capacity shortages may be a consequence of load peaks of the services, the mobile or fixed line networks or the Internet.
- Disturbances may also result from force majeure including strikes, lock outs and orders from public administration as well as from technical and other measures (e.g. repair, maintenance, software updates, enhancements) conducted at equipment of the Lessor, suppliers, other service and content providers as well as network operators that are required for a proper or improved provision of the services. The use of the Services via the Mobile Application may also be subject to limitations and inaccuracies due to the non-availability or interferences or disturbances of the Mobile Application of the compatible device (e.g. due to reasons of force majeure or due to technical or other measures like maintenance, software updates, enhancements for the Mobile Application).
- 4.7 In case the security of software and data, which are necessary to use the Mobile Application, is violated, the Lessor, in accordance with the request of the Lessee, shall provide the Lessee with a new password, which shall be immediately changed by the Lessee.
- 4.8 It is prohibited to read out, copy or manipulate the Mobile Application by means of information technology. Any non-compliance will immediately lead to the exclusion from the Agreement and the Lessee shall bear the costs of any damage resulting from non-compliance, if any.
- 4.9. The Lessee shall, within the statutory limits, be liable for any damage caused by the loss of the smartphone within which the Mobile Application is available, in particular if a theft, a damage or a misuse of the Lessor Vehicle became possible as a result of such loss.

5. RESERVATION MANAGEMENT PROCEDURE

- 5.1 The reservation shall be performed by the Mobile Application. Advance reservation is available 20 minutes before the beginning of intended Vehicle use. It is only possible to reserve the same Vehicle twice without additional cost; starting from the third time, advance reservation is not possible. To perform advance reservation, the following actions must be executed:
 - 5.1.1 Login to the Mobile Application;
 - 5.1.2 Select the desired Vehicle;
 - 5.1.3 Select the tariff and payment method;
 - 5.1.4 Mark in the Mobile Application whether the Lessee agrees to start paying the Lease Fee automatically after the reservation time ends;

- 5.1.5 Confirm reservation of the Vehicle.
- 5.2 Confirmation of the reservation shall be generated on the display of the Lessee's smartphone. 5.3 In case the Lessee does not start using the Vehicle during 20 minutes since the moment of confirmation of reservation, and the Lessee has not agreed to pay the Lease Fee automatically after the reservation time ends, the reservation of the Vehicle shall be automatically cancelled. If the Lessee does not start to use the Vehicle 20 minutes from the moment of confirmation of reservation, but the Lessee has agreed to pay the Lease Fee automatically after the reservation time ends, then the use of the Vehicle is started and the Lessee also starts to pay the Lease Fee also in the case if the Lessee has not started the actual use of the Vehicle.
- 5.4 In the case if the Lessee has not agreed to pay the Lease Fee automatically after the reservation time ends, the period for using the Vehicle, for which the Lessee shall pay the Lease, shall be calculated from the unlocking of the Vehicle reserved by the Lessee, until the termination of the lease of the Vehicle by using the Mobile Application and leaving the Vehicle at the location according to Section 6.1.6. of these Terms and Conditions. In the case if the Lessee has agreed to pay the Lease Fee automatically after the reservation time ends, the Vehicle usage period that the Lessee has to pay the Lease Fee for is calculated from the end of the Vehicle reservation time until the moment when the Vehicle lease is completed using the Mobile Application and it is parked in compliance with Section 6.1.6. of these Terms and Conditions. Reserved Vehicle maximum term of one lease period is 24 hours or according to the selected tariff in the Mobile Application.
- 5.5 In the case if the Lessee has agreed to pay the Lease Fee automatically after the reservation time ends but the Lessee has not actually started to use the reserved Vehicle, the Lessee contacts the Lessor.

6. VEHICLE USE PROCEDURE

- 6.1 Vehicle use instruction
- 6.1.1 The reserved Vehicle shall be unlocked by the Lessee upon selecting command "Begin the Ride" on the screen of the smartphone, by using the Mobile Application of the Lessor;
- 6.1.2 Each time, before starting to use the Vehicle (before starting to drive the Vehicle or starting the engine of the Vehicle), the Lessee must inspect the Vehicle (both interior and exterior), check if the tyres of the Vehicle are properly inflated, if the Vehicle's fuel level is sufficient 25% of the fuel tank or more, also check if there are no externally visible damage, defects and incompatibilities of the Vehicle or its equipment, and if such are found, immediately, before using the Vehicle (before starting to drive the Vehicle or starting the engine of the Vehicle), the Lessee must inform the Lessor by phone or via Mobile Application by taking the picture, select the respective command on the screen of the smartphone, by using the Mobile Application of the Lessor;
- 6.1.3 Inside the Vehicle the Lessee shall find an ignition key, a use instruction of Vehicle and insurance documentation. The Lessee shall check if all the documents indicated in the instruction, attachments and accessories of the Vehicle are present. If any of the aforementioned are missing or damaged, defected and have incompatibilities, the Lessee shall immediately, before using the Vehicle (before starting to drive the Vehicle or starting the engine of the

Vehicle), inform the Lessor by phone +371 27 33 27 33 (working hours daily 00 - 24) or select the respective command on the screen of the smartphone, by using the Mobile Application of the Lessor;

- 6.1.4 The Vehicle use should be started in the manner provided in the instruction, indicated in Section 6.1.2. and 6.1.3 of these Terms and Conditions, as well as in other sections of the Agreement.
- 6.1.5 In case of temporary stopping, the Vehicle shall be locked and un-locked with the Mobile Application;
- 6.1.6. After using the Vehicle, completing the lease, the Lessee shall return the Vehicle to the Site location in the condition in which the Lessee received the Vehicle, subject to its ordinary tear and wear as specified in the Terms and Conditions, observing the Road Traffic Rules and parking the Vehicle in a way that it does not disturb any other participants of the road traffic and pedestrians, making sure that the Vehicle is located in a publicly available parking Site. When completing the lease, the Lessee has to park the Vehicle in a way that does not make it difficult for the other Lessee of the Vehicle to find the Vehicle, access it and start driving. The Vehicle shall be returned not later than up to the maximum period end, provided in the Terms and Conditions Section 2.7, or perform the payment in the Mobile Application and continue the Vehicle use;
- 6.1.7 After arrival to the location indicated in Section 6.1.6 of these Terms and Conditions and getting out of the Vehicle, the Lessee shall ensure that the Vehicle is parked in accordance with the Road Traffic Rules, other legal acts of the Republic of Latvia and security requirements, the Vehicle does not have both interior and exterior damages, the fuel level in the fuel tank is more than 25 % of the fuel tank, the Lessee did not leave any of his/her belongings in the Vehicle, the Vehicle ignition key and documents are in the interior of the Vehicle the Lessee shall clean the Vehicle interior and remove rubbish. After performing the above-mentioned activities, the Lessee shall select the command “Finish Ride” in the Mobile Application of the Lessor.
- 6.2 Fuel
- 6.2.1 A Circle K fuel card is in each motor Vehicle, the card is a property of the Lessor. The Vehicle refuelling Lessee perform independently, in any Circle K petrol station by using Circle K fuel card. The fuel price is included into the Lease fee paid by the Lessee to the Lessor upon this Agreement. The Vehicle must be refuelled to ensure that the fuel in the motor Vehicle fuel tank is not less than 25 %;
- 6.2.2 It is prohibited to use a fuel card to other vehicles or pour fuel to any other container by using a fuel card. In case the Lessee breaches this provision, the Lessor in all cases shall notify the police about the fuel embezzlement. Also, the Lessee shall indemnify the Lessor for this unlawfully used fuel and pay the fees specified in the List of Penalties;
- 6.2.3 The Lessee shall secure a fuel card and leave it in the motor Vehicle upon finishing to use it, and in case of its loss, he/she shall immediately inform the Lessor of it and indemnify losses and costs incurred due to the loss;
- 6.2.4 If fuel in the motor Vehicle decreases down to 25% of the tank fuel volume, the Lessee is obliged to fill the motor Vehicle fuel tank in the nearest Circle K petrol station. PIN code of the fuel card is provided on the fuel card.
- 6.3 Other terms for using the Vehicle
- 6.3.1 The Lessee must ensure that the Vehicle is used for its intended purpose in accordance with the terms of the Agreement, producer’s recommendations

and instructions for use, also in compliance with the Road Traffic Rules and requirements of other legal acts of the Republic of Latvia;

- 6.3.2 The Lessee is not entitled to use the Vehicle for racing, other sports or other purposes of competitive nature, as well as to use the Vehicle in permanent increased load mode (carriage of heavy cargo etc.), for other purposes for which the Vehicle is not suited and to use the Vehicle to carry out activities that are prohibited under the legal acts of the Republic of Latvia;
- 6.3.3 The Lessee is not entitled to use the Vehicle for vehicle tests, driving trainings or for transporting persons on commercial terms;
- 6.3.4 The Lessee is not entitled to use the Vehicle to commit criminal offenses;
- 6.3.5 The Lessee must ensure that there shall be no smoking inside the Vehicle and if any animals are to be carried in the Vehicle, such animals must be carried in a specially suited boxes, making sure that the Vehicle does not get dirty. If it is smoked in the motor Vehicle, pets are transported not in special transportation boxes or the procedure set has been breached, the Lessee shall pay fees provided in the List of Penalties to the Lessor;
- 6.3.6 The Lessee is not entitled to carry more passengers than the number permitted by the Vehicle registration certificate;
- 6.3.7 The Lessee must ensure that even if the Vehicle is parked only for a short period of time, the lights and player shall be turned off, the windows and sunroof shall be closed and all the locks shall be locked up via Mobile Application;
- 6.3.8. The Lessee shall ensure that the Vehicle shall not be parked in private parking lots, yards and parking lots reserved for third party vehicles. The Lessee shall ensure that the Vehicle shall not be left in such places, where vehicle parking is forbidden by the road signs and road markings. The Lessee is not entitled to leave the Vehicle in the zones where signs “Forbidden to Stop” and “Forbidden to Park” are valid, also to breach the Road Traffic Rules of the Republic of Latvia in any other way. The provision which prohibits to leave the Vehicle in the signs “Forbidden to Stop” and “Forbidden to Park” validity zone is applicable in all cases, where below the signs are placed additional panels specifying or limiting the period of validity of road signs, i.e. the Lessee is not entitled to leave the Vehicle in the zones, where signs are valid and below the signs are placed additional panel specifying or limiting the period of validity of the road signs. The Lessee shall be held liable for breaches of the Road Traffic Rules and other legal acts of the Republic of Latvia, Agreement and these Terms and Conditions, for leaving the Vehicle at an improper place. The Lessee, who during the Vehicle Use Period parks the Vehicle in paid Vehicle parking lots, shall pay for the Vehicle parking himself/herself;
- 6.3.9 Any actions or attempts to scan the Vehicle’s System data, copy, change or remove such are strictly forbidden

7. TERMS FOR THE END OF USE OF THE VEHICLE

- 7.1 The Lessee must return the Vehicle in the condition, which is not worse than the one, when the Lessee received the Vehicle, subject to its ordinary tear and wear. In determining whether the Vehicle’s suffered tear and wear is ordinary, the Parties shall refer to the guide prepared by the Latvian Authorised Automobile Dealers Association and Latvian Leasing association which is published in the association’s website: http://www.autoasociacija.lv/files/konsolideta_instrukcija_nolietojum

am.pdf (this guide shall be an inseparable part of the Agreement), and the requirements set by the state technical inspection rules. Alongside other damage, ordinary tear and wear shall not be considered:

- 7.1.1 Parts being broken, deformed and otherwise damaged by mechanic or thermal means;
- 7.1.2 Devices and equipment being out of order;
- 7.1.3 Bodywork dents, paint layer cracks and vivid (paint layer damaged to the primer) scratches;
- 7.1.4 Paint layer depreciation as a consequence of intense washing and cleaning of the Vehicle;
- 7.1.5 Repair performed in poor quality and defects arising out of such poor quality repair;
- 7.1.6 Bodywork windshields' cracks;
- 7.1.7 Bodywork windshields' scratches, originating from messy use and cleaning of the Vehicle;
- 7.1.8 Interior damage such as burnt or stained seats, broken plastic front panel parts, trunk hood, windows' opening handles, etc.;
- 7.1.9 Damaged geometry of bodywork.
- 7.2 The Lessor is entitled to demand for return of the Vehicle at any time, in case the one lease period is longer than 24 hours; the Lessee uses the Vehicle dangerously and illegally and breaches these Terms and Conditions and/or the Agreement. In such case, the Lessee shall return the Vehicle to location Sites no later than within 2 (two) hours since the moment of receipt of a demand from the Lessor (using the Mobile Application or by any other means permitted by the legal acts of the Republic of Latvia). In case the Lessee fails to return the Vehicle to the Lessor on time, the Lessor is entitled to block the control of the Vehicle, take back the Vehicle and report to the police.
- 7.3 If the Lessee, after completion of the Vehicle lease or by demand of the Lessor, in the case provided in Section 7.2 of these Terms and Conditions, does not return the Vehicle in a proper manner, the Lessor shall at all times report to the police a Vehicle theft, contact other third parties and/or the Lessor shall have the right to block the ignition of the Vehicle.

8. FAILURES AND DAMAGES OF THE VEHICLE

- 8.1 In case the Vehicle breaks down, warning signals appear on the dashboard, suspicious side sounds may be heard and there is no possibility to continue exploiting the Vehicle safely, the Lessee must immediately cease using the Vehicle, inform the Lessor by phone regarding the aforementioned and perform further instructions given by the Lessor.
- 8.2 In case the Vehicle is damaged due to a traffic accident or due to presence of any other circumstances, the Lessee shall immediately inform the Lessor and respective authorities (police, fire department, rescue service etc.), fill the traffic accident statement and perform other necessary actions in order to avoid or mitigate imminent damage to the Vehicle, people and property. Regarding advice on insurance and traffic accident statement filling call the Lessor on +371 27 33 27 33 (working hours every day 24/7).
- 8.3 The Lessee may only leave the scene of the accident after:

- 8.3.1 Acquisition of accident data by the police has been finished (or, where this is not possible, after the Lessor has been informed accordingly pursuant to this Section 8.2.);
- 8.3.2 Measures to preserve the evidence and to mitigate the damage have been taken in consultation with the Lessor;
- 8.3.3 Vehicle has been handed over to a towing company or otherwise safely deposited in consultation with the Lessor or has been removed by the Lessee.
- 8.4 The Lessee must ensure that the Vehicle is no longer used in case it is broken and such further use may lead to greater damage, increase losses or pose a threat to road safety.
- 8.5 In case the Agreement or Terms and Conditions does not determine any other time periods, the Lessee shall pay the penalty and other losses and costs, compensations, invoices and other amounts to the Lessor no later than within 10 (ten) working days since the receipt of a demand.

9. INSURANCE COVER

- 9.1 The Lessor Vehicles are covered by the compulsory insurance against civil liability for the Vehicle's holder and CASCO.
- 9.2. When the Lessee logs in the Mobile Application for the first time, he/she should select a tariff and deductible for damages. Afterwards the tariff and deductible for damages can be changed in the Mobile Application. If the Lessor Vehicle is damaged whilst being used by the Lessee or if the Lessee causes any damage to the Vehicle, the Lessee in accordance with the chosen tariff in the Mobile Application has the obligation to pay a deductible for damages.
- 9.3 Notwithstanding the above, the Lessee will be made fully liable for any damage, if the Lessee has acted grossly negligent or if the damage is otherwise not covered by the insurance policy provided, the Lessee is liable to pay for such damage in accordance with these Terms and Conditions, Agreement and List of Penalties. In this case, the reasons why the insurance company does not compensate the losses do not have any influence (unconditional deduction, non-insured event, etc.).
- 9.4 In particular cases below, the insurance company, upon indemnification of the damage to the Lessor, shall acquire a right of recourse by recovering all paid indemnity from the Lessee if damage was caused to the Lessor's Vehicle for the fault or actions of the Lessee. The Lessee agrees that he/she is aware of the cases when the insurance company obtains the recourse right to the Lessee, in particular:
 - 9.4.1 When damage was caused to the Vehicle when it was managed by the person not provided in the Agreement concluded between the Lessor and the Lessee, i.e. a driver is not a lawful user;
 - 9.4.2 When damage was caused to the Vehicle and the Vehicle user left the accident site before arrival of the police or other competent institutions in cases when participation of these institutions in the traffic accident site has been stipulated in law of the Republic of Latvia;
 - 9.4.3 When the Vehicle was stolen, damaged or destroyed as a result of leaving open windows or a roof window, or the door was left unlocked;
 - 9.4.4 When damage was caused to the Vehicle while it was driven by a foreigner who was provided with the Service of Vehicle lease and it turned out that the

Lessee did not have a valid driver's license and the Lessor did not have a possibility to check the validity of the driver's license;

- 9.4.5 When damage was caused to the Vehicle due to breaching the requirement by the Lessee, laid down in the Agreement concluded between the Lessor and the Lessee, to leave a used Vehicle secure in specified locations indented for traffic.

10. REQUIREMENTS FOR PERSON'S USING THE VEHICLES AND RELATED UNDERTAKINGS OF THE LESSEE

- 10.1 The right to take over and drive Lessor Vehicles shall be limited to individuals who:
 1. Have reached a minimum age of 21 years and have had a valid category B driver's license for cars for at least 2 (two) years;
 2. Carry valid driver's license during the term of the lease and comply with all Agreement and Terms and Conditions requirements;
 3. Have an active User Account and has been officially authorized by Lessor for the lease and return of Lessor Vehicles.
- 10.2 Lessees who are individuals must validate their drivers' license through the online validation process via Mobile Application according to the instructions provided by the Lessor.
- 10.3 Having successfully validated the driver's license, Lessor shall activate such Lessee's User Account for a maximum of 36 (thirty-six) months. To activate the Lessee's User Account for another 36 (thirty-six) months, the Lessee shall again use the online validation process via Mobile Application according to the instructions. For non-EU/EEA/Swiss driver's licenses, the User Account shall be activated for a maximum of 6 (six) months after entry into the Latvia. If the Lessee fails to comply with this request, the Lessor may block such Lessee User Account.
- 10.4 If the driver's license is withdrawn or lost, the right to drive the Lessor Vehicle shall immediately be suspended for the duration of the withdrawal or loss. The same shall apply for the duration of a driving ban. Lessee shall notify Lessor without undue delay of the suspension or limitation of their right to drive, any driving bans becoming effective or any temporary securing or seizure of their driver's license.
- 10.5 The Lessee, driving the Vehicle, must be sober (a strict ban on alcohol (0.0‰) applies) and not under the influence of narcotic, psychotropic or other psychoactive substances.
- 10.6 The Lessee during the Vehicle Use Period is required to comply with Road Traffic Rules and other legal acts of the Republic of Latvia.
- 10.7 The Lessor reserves the right to reject the registration of a Lessee if there is reason to assume that he/she will not act in accordance with the Agreement and Terms and Conditions.
- 10.8 After successful registration of the Lessee, upon necessity the Lessor can request additional information or documents etc. from the Lessee at any time.

11. LIABILITY OF THE LESSEE

- 11.1. Since the beginning of use of the Vehicle (Section 6.1.1. of the Terms and Conditions) until the end (Section 6.1.7. of the Terms and Conditions), the Lessee is liable for the Vehicle, therefore, during the Vehicle Use Period the Lessee assumes the liability, which is similar to the liability of the manager of the source of increased risk. This shall include without limitation the theft of, damage to or loss of the Vehicle, its keys and accessories (including the fuel card). If there is no insurance cover under the Vehicle insurance, the Lessee shall indemnify Lessor the losses and costs incurred, which have arisen, if the third parties turn to the Lessor in connection with any of the Lessee's actions during the Vehicle Use Period.
- 11.2 In any case, application of penalties determined in the List of Penalties, Agreement and the Terms and Conditions does not release the Lessee from the obligation to perform undertakings indicated in the Agreement and the Terms and Conditions.
- 11.3 Failure to execute the rights provided in the Agreement and the Terms and Conditions by the Lessee shall not constitute a waiver of such rights and partial execution of such rights shall not preclude further execution of such rights.
- 11.4 In case the Lessee fails to inform the Lessor about the damage, defects and other incompatibilities of the Vehicle, its equipment and documentation until the actual use of the Vehicle (before starting to drive the Vehicle or starting the engine of the Vehicle), the Lessee shall be liable for all the latter unveiled damages, incompatibilities and defects of the aforementioned.
- 11.5 The Lessee shall pay the Lease Fee for the selected tariff applicable at the commencement of the individual lease. The relevant tariff is displayed to the Lessee prior to each lease within the Mobile Application and the Lessee is able to select it. The tariffs and prices are indicated in the Price List with periodical amendments. All listed prices include the applicable statutory value-added tax. The payment shall be due after individual lease case or upon completion of Vehicle Use Period .
- 11.6 Upon the request of the Lessor, the Lessee shall pay the Lessor a penalty equal to EUR 30 (thirty) for non-performance or breach of any undertaking determined in the Agreement and the Terms and Conditions, provided that the List of Penalties or other provisions of the Agreement or the Terms and Conditions do not determine any different liability for the respective breach.
- 11.7 In case the Lessee breaches the Road Traffic Rules and other legal acts of the Republic of Latvia, which results in additional actions being performed by the Lessor (e.g. forwarding police notices, invoices etc.), the Lessee shall pay the penalty set forth in the List of Penalties, as well as reimburse all the losses and costs of the Lessor incurred due to such breach.
- 11.8
- In case the Lessee breaches the Terms and Conditions/Agreement, penalties determined in the List of Penalties and Agreement shall be applied. The Lessee acknowledges that such penalty is modest, reasonable and agrees, that it should not be reduced because upon agreement of the Parties, such penalty is considered as minimal and needless of proof losses and costs of the Lessor, incurred due to the activities of the Lessee who breached the Terms and Conditions/Agreement.
- 11.9 The Lessor is entitled to unilaterally amend the Terms and Conditions, the Lessee shall receive the notice about the amendments in the e-mail and/or the Mobile Application. Due to this reason, it is recommended for the Lessee to get

acquainted with the Terms and Conditions before starting the lease of any Vehicle. Following notice of the Agreement or Terms and Conditions or List of Penalties amendment to the Lessee, the Lessee shall further use amended Agreement or Terms and Conditions. In case, the Lessee following the notice further on use the Services provided in this Agreement and the Terms and Conditions, it shall be considered that he/she agrees with the amendments above. If the Lessee does not agree with the amendment above, he/she shall, not later than within 4 hours of the Lessor's request, return the Vehicle to the Site or properly complete the Vehicle reservation, cease using the Services provided in the Agreement and contact the Lessor.

12. DEFECTS AND INCOMPATIBILITIES OF THE VEHICLE AND RELATED LIABILITY OF THE LESSOR

- 12.1 The Lessor shall ensure that the Vehicle is in the working order and prepared for the exploitation.
- 12.2 Vehicle defects that do not have and shall not have any influence in the near future to the road safety, as well as the defects that are not the consequence of an improper technical maintenance of the Vehicle by the Lessor, shall not be considered as defects.
- 12.3 The Lessor is liable for the performance of undertakings indicated in the Agreement and must reimburse any direct losses of the Lessee, which were incurred due to improper performance of undertakings by the Lessor. The Lessor shall not be held liable for acts or omissions by local authorities or other third persons. Also, the Lessor shall not be held liable for losses that the Lessee incurred or may incur due to inefficient use of the Vehicle and losses that have arisen due to the Vehicle failing to meet the Lessee's expectations. In any case, the Lessor shall not be held liable for any indirect losses and the losses, which are compensated under the Agreement, are limited to the amount, which would be paid by the insurance company that has insured the Lessor's civil liability.
- 12.4 The Lessor shall not be held liable for the losses of the Lessee that he/she suffered due to the fact that he/she could not use the Vehicle in the event of an accident or due to some other reasons outside the control of the Lessor.
- 12.5 In case the Lessor fails to ensure the lease of the Vehicle, which was reserved by the Lessee (i.e. the reserved Vehicle or other Vehicle during the time of the reservation by the Lessee is not present at the location chosen by the Lessee or the Vehicle is technically unfit and unavailable to exploit) and such circumstances become known before the start of the Vehicle lease, unless the Parties agree otherwise, upon the Lessee's notification of it to the Lessor, the Lessor, upon the Lessor's choice (1) shall indemnify the Lessee taxi expenses agreed on the telephone (expenses shall be indemnified upon the invoice provided by the Lessee for the same sum) or (2) not later than within 1 hour, to deliver another Vehicle to the Lessee.
- 12.6 In case the Vehicle breaks down and cannot be exploited further after the Lessee has already started using the Vehicle and unless the Parties agree otherwise, the Lessor shall return to the Lessee the whole Lease Fee paid by the Lessee for the respective ride.
- 12.7 When the Lessor has an obligation to return any amounts to the Lessee, unless the Parties agree otherwise, such amounts shall be returned into the same

payment card or bank account, from which the payment by the Lessee was made.

- 12.8 Under any circumstances, the Lessor is not responsible for the Lessee's items left in the Vehicle.

13. FINAL PROVISIONS

- 13.1 The Terms and Conditions form an inseparable part of the Agreement.
- 13.2 The Lessor does not assume any risk or liability and is unconditionally released from such, in case the Lessee did not get familiar with the Terms and Conditions and the Agreement, although such option was granted to the Lessee.
- 13.3 In case authorities of the Republic of Latvia adopt decisions by which taxes, fees or any other monetary obligations, which are included into the Agreement or Terms and Conditions or List of Penalties prices, related with charging of the Lessor's provided Services and final price, the Lessor can change the Lease Fee but not more than affected by the changed circumstances. In such case, recalculation of the Lease Fee provided shall not be considered the change of the Lease Fee or Terms and Conditions of Service provision. Amendment of an informative data published in the Agreement, Terms and Conditions (e.g. contact information, telephone numbers, denomination of Services, etc.), shall be reported to the Lessee by the Lessor in advance.
- 13.4 Each Party undertakes to inform the other Party in writing, by using the Mobile Application, no later than within 5 (five) working days if the registered residence address or other contact information provided in the Agreement changes.
- 13.5 The capitalised terms used in these Terms and Conditions shall have the meaning ascribed to them in the Agreement, except when these Terms and Conditions clearly and unambiguously determine otherwise.