

Public Offer Agreement

for the provision of services for pre-ordering car rentals/leases via the getmancar.com website and the Getmancar mobile application and car rental/rental services

This Public Offer Agreement is addressed by the Performer to any capable physical or legal person who meets the requirements of this agreement and wishes to arrange a car rental service through the website getmancar.com and/or the Getmancar mobile application.

The Public Offer Agreement is public, its terms are identical for all consumers, and the unconditional acceptance of its terms (payment by any method) is considered an acceptance of this Agreement between the Customer and the Performer and certifies the fact of its conclusion.

The Agreement is mixed, as it contains the terms of several contracts. This Agreement applies to legal relations regarding the formation of pre-orders for car rental (lease), as well as the provision of car rental (lease) services. This Agreement does not apply to legal relations arising between the parties under the Public Offer Agreement for short-term car rental (carsharing).

The parties to this Agreement and the Public Offer Agreement for short-term car rental (carsharing) may be the same, but the relations formed on the basis of this Agreement differ from the legal relations between the parties under the Carsharing Agreement. In case of disputes or other relations, the parties should be guided by the relevant Agreement.

Definition of Terms and General Provisions

Website, web-site — a set of data about the service provided by the Performer, contained on the server and presented on the Internet at the following electronic address: <https://getmancar.com>.

Application, Mobile application, Getmancar application — the Getmancar mobile application installed on a smartphone (via download from specialized application stores AppStore, GooglePlay, Huawei Gallery, or by direct installation, excluding the store) of any person, enabling the registration of a person as a Customer, Driver/Client, use of carsharing services, use of car rental/lease services, and formation of pre-orders for car rental/lease.

Car rental/lease service — a service provided by the Car Rental Company to the Client, expressed in providing and transferring a vehicle defined by the Client's and/or Customer's order for a specific term and for a specific fee. Car rental/lease can only be carried out through the physical transfer of the vehicle to the Client by the Car Rental Company, which takes place at the office of the Car Rental Company and/or another location (airport, delivery to the client, station, etc.). That is, when providing car rental/lease services, the Client will always meet with the Car Rental Company upon receiving or returning the vehicle, except in cases of force majeure or breach of the Agreement.

Carsharing — a short-term car rental service that includes the vehicle, taxes, seasonal tires, the cost of car washing, and the cost of fuel within defined tariffs. When providing this service, the Client and the Car Rental Company (Performer) never meet, except in cases of force majeure. The vehicle for rental is transferred and received exclusively using the mobile application.

Personal Cabinet — an address on the Website containing an account with the Client's data, orders, payment statuses, and other information, and allowing the Client to manage their orders, including cancelling, changing, or paying for the order.

Performer — a legal entity or an individual entrepreneur providing services for order processing, booking/reservation of rental cars on the Website and in the Mobile Application specified in this agreement.

Customer — a physical or legal person (representative of a legal person, authorized employee) who has agreed to the terms of this Agreement for the purpose of receiving car rental services and/or reservation and payment for booking, car rental, and other services, including, but not limited to, for the Driver/Client, according to the terms of this Agreement.

Parties — the collective name for the Customer and the Performer for the car reservation/booking service, as well as the Car Rental Company, Customer, and Driver/Client for the car rental service.

Driver/Client — the person specified in the vehicle rental transfer act and/or who signs the vehicle transfer act with the Car Rental Company and who receives the vehicle under the acceptance-transfer act. The Driver/Client can be either the person placing the order on the website (Customer) or the person specified as the Driver/Client during order placement, for whom the data and documents required for the car rental service have been provided. The Driver/Client and Customer can be the same person.

Acceptance Act, Transfer Act, Vehicle Acceptance-Transfer Act — a document drawn up during the transfer of the vehicle to the Client/Driver and/or during the return of the vehicle by the Client/Driver between the Car Rental Company on one side and the Customer and/or Client/Driver on the other. This document defines the main terms of the car rental/lease, namely: make, model, license plate, all authorized drivers, tariffs, cost of additional services and deposit, permitted mileage, fuel residues and odometer status, technical condition and damage, tire brand (the list is not exhaustive).

Data and documents required for car rental service — documents and data required by the Car Rental Company for the car rental. Requirements are set based on local legislation and the Car Rental Company's internal judgment. Necessary documents include: passport (ID card, foreign passport), driver's license, tax ID. Necessary data include: full name, date of birth, place of residence, phone number, email, passport details, driver's license details, individual tax number.

Car Rental Company — a legal or physical person acting independently or through an authorized representative, having relevant registration documents and permits for car rental/leasing activities. Directly, the Car Rental Company draws up the acceptance-transfer acts and conducts the transfer of the vehicle. The Car Rental Company and the Performer can be the same person.

Owner — a legal or physical person who is the owner or manager of the vehicle to be rented/leased. The Owner, the Car Rental Company, and the Performer can be the same person.

Car reservation/booking services — the opportunity provided by the Performer to the Customer to form a pre-order for car rental under the conditions defined in this Agreement, on the Website, and in the Mobile application. Reservation/booking is carried out both automatically and manually (via Customer Support).

Order Form — a document received by the Customer after successful order placement, containing order data: unique number, car class/model, dates, period, location of receipt/return, rental cost, and deposit amount. It can be a physical document or an electronic record. It does not grant the right to receive a car without original documents, in case of expired documents, or in the absence of payment/deposit.

This Offer Agreement, Public Offer Agreement, Car Rental Agreement — the contract regulating relations regarding order processing and car rental/lease services.

Performer's payment details — account data, bank cards, electronic wallets of the Performer. Full details are sent to the Customer via email, messenger, or phone to prevent fraud.

Payment on the Website, in the Mobile Application — payment for the car order or rental service carried out through an electronic payment system (card data entry, ApplePay, GooglePay, etc.).

Commission for payment via Performer's details — a commission paid according to the agreement between the Performer and the payment service provider (acquiring, banking services, etc.).

Deposit, guarantee deposit — the amount specified in the Vehicle Acceptance Act, paid upon receiving the vehicle. It is returned after the vehicle is returned in the manner and terms defined by this Agreement. It can be paid in cash, non-cash, or by card.

Traffic Rules (Rules of the Road) — rules regulating the order of driving, vehicle use, and road operation.

Event, Accident (DTC) — an event resulting in damage to the rented vehicle, third parties, or third-party property.

Total destruction of the vehicle — damage where the cost of repair or elimination is equal to or greater than 50% of the cost of an analogous vehicle.

State border of car receipt — state and/or administrative borders of the country over which sovereign power extends. The state of receipt refers to the state indicated as the location of vehicle issuance.

2. Subject of the Agreement

2.1. Under this Agreement, the Customer instructs, and the Performer assumes the obligation to provide car reservation/booking services through the Website and/or the Mobile Application.

2.2. Under this Agreement, the Client receives a car for rent on the terms stipulated on the Website and provided by the Performer, and the Car Rental Company undertakes to transfer the car to the Customer and/or the Client/Driver on the terms stipulated in the Order Form.

2.3. The car reservation/booking service is considered provided by the Performer and received by the Customer in full from the moment the Customer makes a payment using the Performer's payment details, payment on the Website and/or in the Mobile Application.

2.4. The car rental service is considered provided from the moment of physical transfer of the car to the Client by the Car Rental Company and the execution of the relevant acceptance-transfer act.

2.5. By agreeing to the terms of this Agreement, the Customer confirms that they have carefully read all clauses of the Agreement and the information posted on the Website, namely:

2.5.1. The procedure for providing services for order processing, car reservation/booking, terms for cancellation of the order, and related services through the Website.

2.5.2. The terms of the car rental service.

2.5.3. The cost of car rental services.

2.5.4. Other conditions set forth on the website that are essential for the conclusion of this Agreement and the execution of the car acceptance act.

2.6. By agreeing to the terms of this Agreement, the Customer confirms their legal capacity and capability, including reaching the age of 18 (for individuals), the legal use of a bank payment card (in case of paying for services with its help), and is aware of the responsibility for the obligations imposed on them as a result of concluding this Agreement.

2.7. By agreeing to the terms of the Agreement, the Customer confirms the accuracy of the completed data regarding the Driver/Client and themselves on the website.

3. Car reservation/booking services

3.1. Cost of reservation services and payment procedure

3.1.1. The Performer's services for conducting car rental reservation/booking are provided through the payment of a commission, are paid, and are paid by:

3.1.1.1. The Car Rental Company and/or the Owner, in the event that the Performer, the Car Rental Company, and the Owner are not the same person and in the event when the Customer, Driver/Client received the car from the Car Rental Company, the Owner according to a pre-arranged order through the Website, about which a car rental/lease agreement was concluded and/or a car acceptance-transfer act was drawn up between the Car Rental Company and/or the Owner on one side and the Customer and/or Driver/Client on the other side. In this case, the Performer's remuneration is paid by the Car Rental Company and/or the Owner in the amount and according to the agreement concluded between them and the Performer.

3.1.1.2. The Customer, through the paid prepayment for the car rental reservation/booking service during the order placement or upon completion of the order placement for car rental booking/reservation, through the payment of a prepayment according to the Order Forms using a bank card, transfer to an account, payment using electronic money transfers, in cash, or by another method at the time of order placement on the Website and/or within the period permitted according to the payment terms specified on the Website or sent via electronic message or email.

3.1.1.3. The Customer, Driver/Client upon refusal of the car rental booking/reservation in violation of the deadlines for free cancellation of the order, if such an order was not paid for on the Website or by other means by the Customer, Driver/Client. Payment is made in the amounts specified in the rental terms and/or FAQ on the Website.

3.1.2. During the payment of the order, a commission may be withheld from the Customer by a banking institution or enterprises providing payment services, and/or the Customer is obliged to compensate the Performer for the commission that was withheld by the banking institution from the latter, in the amounts specified during payment or in the rental terms.

3.1.3. Refund of funds in case of cancellation of the order, if the cancellation is documented in advance, before the moment of handing over the car to the Driver/Client and signing the car acceptance act, and if this was done through the Website and/or the Mobile application, and if the cancellation does not violate the terms and conditions specified on the Website, and subject to such cancellation within the specified period, a refund of funds is possible without charging any penalties or payments. That is, such a refund of paid funds for the order occurs according to the rules of payment systems and the conditions set forth in this Agreement. When returning funds in this manner, the Performer does not compensate the Customer, or has the right to withhold from the amount returned to the Customer (in the event that the commission under the agreement between the Performer and the payment system is paid by the Performer from the amounts credited to the account) the cost of commissions that were paid during order placement and/or during order payment, the cost of commissions for paying the payment system for returning funds to the Customer, the amount of taxes and fees, official payments, if such must be paid and are not reimbursed thereafter.

3.1.4. The deadlines for cancelling an order under which a refund of funds paid by the Customer is possible are determined in the car rental terms on the Website.

3.1.5. The terms for payment of the order by the Customer are determined on the Website and/or in the email sent to the Customer and/or in the personal cabinet on the Website.

3.2. Rights and obligations of the Parties

3.2.1. The Performer undertakes:

3.2.1.1. To provide the Services stipulated by the terms of this Agreement.

3.2.1.2. To ensure the possibility of ordering and paying for the Services using the payment methods provided on the Website and/or in the Mobile application.

3.2.1.3. To provide consultations on the use of the Website and formalized services.

3.2.2. The Performer has the right:

3.2.2.1. To refuse to provide services in connection with the improper fulfillment by the Customer of their obligations in accordance with this Agreement.

3.2.2.2. To refuse to provide services in connection with the failure to transfer the Client/Driver data necessary for formalizing the car rental.

3.2.2.3. To refuse to provide services in connection with security issues: intoxicated state of the driver or suspicion of an intoxicated state, suspicion and/or commission of fraud, or attempt to commit fraud, or another crime.

3.2.3. The Customer undertakes:

3.2.3.1. To comply with the terms of this Agreement.

3.2.3.2. To accept the car within the timeframes and at the place specified in the order, including notifying the Client/Driver of the circumstances specified in the order.

3.2.3.3. To have original documents that allow for the conclusion of the contract and use of the car rental.

3.2.3.4. To familiarize themselves with the car rental terms set forth on the Website.

3.2.4. The Customer has the right:

3.2.4.1. To demand that the Performer provide Services in accordance with the terms of this Agreement and those specified on the Website.

3.3. Responsibility of the Parties and dispute resolution procedure

3.3.1. Responsibility for the loss, transfer, or disclosure of information from the order form or acceptance act is borne by the Customer.

3.3.2. The Performer shall not be liable for the failure of the Customer to receive services under the following conditions:

3.3.2.1. Refusal of the Customer and/or the Driver/Client to sign the car acceptance act;

3.3.2.2. Inaccuracy of the data specified by the Customer when formalizing services on the Website (surname and name of the Customer, Driver/Client, date of receiving the car, etc.);

3.3.2.3. Failure to provide passport data and driver's license data of the Driver/Client who will be driving the car.

3.3.2.4. Provision by the Driver/Client of documents according to which the operation of transport is impossible, in particular, the absence of the relevant category in the driver's license, different surnames or names in the passport and driver's license, including different transliteration in a foreign language.

3.3.2.5. Failure of the Driver/Client to receive the car due to a condition that allows for driving the car: alcohol/drug intoxication, being under the influence of medications. To determine such a state, an explanation provided by the Car Rental Company regarding the unacceptable state of the Driver/Client is sufficient.

3.3.2.6. Other conditions not related to the formalization of the order and the car rental agreement on the Website.

3.3.3. All disputed issues related to the receipt of services by the Customer are resolved by the parties using the personal data of the Customer and the Driver/Client that were specified by them during the formalization and payment of services on the Website and/or in the Mobile application. In the event that the personal data are indicated in such a way that it is impossible to establish the final recipient of the services (Customer, Driver/Client), the Performer is entitled to refuse to investigate disputed issues for the Customer.

3.3.4. The Performer is not responsible for the failure of the Customer to receive the Order Form due to problems in the operation of the Customer's technical means and communication channels. In such a case, the Customer must contact the Performer's support service via the contacts specified on the Website and/or in the Mobile application within 1 hour from the moment of order payment.

3.3.5. All disputed issues that may arise under this Agreement or in connection with its execution shall be resolved by the Parties through negotiations and in the presence of a written statement from the Customer sent by mail. Pre-trial dispute resolution procedure is mandatory.

3.3.6. In the event that the Parties cannot reach an agreement on disputed issues through negotiations, these issues are subject to resolution in accordance with current legislation.

3.3.7. On all issues not regulated in the text of this Agreement, the parties are guided by current legislation.

4. Car Rental

4.1. Car rental service cost and payment procedure

4.1.1. The payment for the Car rental is calculated based on a daily rate, which depends on the class of the Vehicle, the number of days, and the cost of other services ordered by the Client. The total payment amount specified in the Order Form and/or the Acceptance Act is paid by the Client simultaneously with receiving the Vehicle for rent. Upon returning the Vehicle, the Client is obliged to pay an additional fee for excess mileage (except for cases of receiving a car under a tariff without mileage limits) and for exceeding the rental period, based on the basic daily rates. The fee for delivery/return of the vehicle outside the office, exceeding the mileage stipulated in the Acceptance Act (additional kilometers), and washing is established according to the price list effective at the time of payment for the service.

4.1.2. The guarantee deposit is paid in advance to the Car Rental Company by the Client upon receiving the car. The amount of the deposit depends on the model of the rented Vehicle and the documents provided by the Client, and is indicated in the Order Form and/or the Acceptance Act. The deposit is returned to the Client upon fulfillment of the terms of the Agreement immediately after returning the car to the Car Rental Company. When paying for services by card, the amount of the security deposit is blocked on the Client's account. The payment of the deposit may be delayed by the Lessor if the Client returned the car in a technically malfunctioning condition or unwashed, until the circumstances of the technical malfunction are clarified or the washing and inspection of the car are completed.

4.1.3. When paying for the car rental service or the guarantee deposit, a commission may be withheld from the Client by a banking institution or payment service providers, and/or the Client is obliged to compensate the Performer and/or the Car Rental Company for the commission withheld by the banking institution from the latter, in the amounts specified during payment or in the rental terms.

4.2. Rights and obligations of the Parties

4.2.1. The Car Rental Company undertakes:

4.2.1.1. To provide the services stipulated by the terms of this Agreement and the Acceptance Act.

4.2.1.2. To ensure the possibility of ordering and paying for services using the payment methods provided on the Website and/or in the Mobile Application.

4.2.1.3. To provide consultations on the use of the Website and the formalized services.

4.2.2. The Car Rental Company has the right:

4.2.2.1. To refuse to provide services due to improper fulfillment by the Customer of their obligations according to this Agreement or the terms specified in the Acceptance Act.

4.2.2.2. To refuse to provide services due to the non-transfer of Client/Driver data necessary for formalizing the car rental.

4.2.2.3. To refuse to provide services due to security issues: intoxicated state of the driver or suspicion of an intoxicated state, suspicion and/or commission of fraud, or attempt to commit fraud or another crime.

4.2.2.4. To unilaterally terminate this Car Rental Agreement early and demand the immediate return of the car; the rental agreement is considered terminated from the moment the Client/Driver is notified, and the vehicle must be transferred to the Car Rental Company immediately. Grounds for early termination may include, in particular, the Car Rental Company's lack of trust in the Client or receiving information about fraudulent or criminal actions by the Client.

4.2.2.5. To terminate the agreement early and/or refuse to provide services to the Client/Driver without explaining the reasons for refusal. The amount paid by the Client in advance is returned to them in the absence of violations of the terms specified in the Agreement and the Vehicle Acceptance Act.

4.2.3. The Client undertakes:

4.2.3.1. To comply with the terms specified in this Agreement and the Vehicle Acceptance Act.

4.2.3.2. To accept the vehicle within the timeframes and at the place specified in the order.

4.2.3.3. To have original documents specified as necessary for car rental on the Website, in the Mobile Application, and/or in the Order Form.

4.2.3.4. To familiarize themselves with the car rental terms set forth on the Website and in the Mobile Application.

4.2.3.5. To use the rented vehicle for trips within the territory specified in the Acceptance Act, without crossing borders.

4.2.3.6. To use the vehicle in accordance with the operation manual transferred together with the Vehicle and the Traffic Rules on public roads with a hard surface.

4.2.3.7. Not to use the Vehicle:

4.2.3.7.1. for towing another vehicle;

4.2.3.7.2. for participation in races and/or competitions, including test drives, for educational purposes, or as a taxi;

4.2.3.7.3. if the Client/Driver is in a state of alcohol, drug, or toxic intoxication, or under the influence of medical drugs, the use of which is contraindicated when driving a Vehicle;

4.2.3.7.4. for committing acts for which criminal or administrative liability is provided.

4.2.3.8. To comply with fire safety rules, and not to transport or store flammable, combustible, or explosive substances and objects.

4.2.3.9. To comply with the driver's duties defined by the Traffic Rules, not to leave the scene of an accident, and not to refuse to undergo a medical examination to determine their state at the time of the incident.

4.2.3.10. Not to allow third parties to drive the Vehicle.

4.2.3.11. To leave the Vehicle only in specially designated parking areas and in parking lots.

4.2.3.12. Not to allow gross violations of the Traffic Rules, such as: driving through a red light or a traffic controller's gesture; violation of parking rules; driving into the oncoming lane where such entry is prohibited; exceeding the maximum speed limit by more than 20 km/h; crossing one or two horizontal solid road marking lines.

4.2.3.13. Not to allow water to enter the car engine, including by driving into water bodies or puddles, particularly during heavy rainfall, and to cease operating the vehicle in such conditions.

4.2.3.14. Not to leave keys and the vehicle registration certificate in the car and not to transfer them to any third parties.

4.2.3.15. Not to cross or intend to cross the state border of the car receipt in the rented car.

4.2.3.16. In the event of an incident, accident, road traffic accident, or damage to the Vehicle, to inform the Car Rental Company and the Insurance Company and take all possible measures to prevent an increase in the size of losses.

4.2.3.17. To transfer to the Car Rental Company copies of all documents that the Client/Driver drew up, received, or signed in connection with the event that occurred.

4.2.4. The Client has the right:

4.2.4.1. To demand the provision of services in accordance with the terms of this Agreement, the Vehicle Acceptance Act, and the Order Form, including those specified on the Website and in the Mobile Application.

4.2.4.2. To terminate the use of the rented car early. In this case, the calculation of the rental amount is made for each day based on the basic daily rate, and the remaining funds are returned minus 30%, which remains with the Car Rental Company as compensation for lost orders.

4.2.4.3. To extend the period of vehicle use by notifying the Car Rental Company at least 24 hours before the end of the rental period. If extension is possible, the basic daily rate is added to the main order amount for each additional day, an additional agreement is concluded, and the Client pays for the rental extension. Final settlement is made upon return of the Vehicle.

4.2.5. Actions of the Client in the event of an emergency:

4.2.5.1. In the event of an incident, accident, road traffic accident, damage to the Vehicle, injury, material damage, robbery, or theft of the Vehicle or the threat of such theft, etc., the Client,

regardless of fault, must call the police, inform the Car Rental Company, and strictly follow their instructions.

4.3. Client's Responsibility

4.3.1. The Client must return the Vehicle on the day, at the time, and at the location specified in the Acceptance-Transfer Act.

4.3.2. The Vehicle must be returned in good technical condition, corresponding to its condition at the time of transfer, taking into account normal wear and tear, and with the mileage permitted by the terms of the Agreement and the Transfer Act.

4.3.3. If the extension of the rental period has not been agreed upon in advance and the Client has exceeded the rental time by 1 hour, payment is charged for the next day in full. Additionally, the Car Rental Company may charge the Client a fine in the amount of the deposit for failure to return the car on time in cases where the Car Rental Company and/or the Performer, or their partners, have received an order for the rental of this vehicle and the customer has made a prepayment for the received order in any amount.

4.3.4. The Vehicle is transferred for rent with a certain amount of fuel, which is reflected in the Acceptance Act. Upon return, the Vehicle must be refueled with the same amount of fuel.

4.3.5. In case of returning the Vehicle with an amount of fuel that does not meet the conditions set forth above, the Client/Driver shall pay the Car Rental Company and/or the Performer a fine in the amount of the fuel cost established at the filling station at the time of car return + 20%, for each liter of fuel that is missing compared to the amount of fuel issued to the client.

4.3.6. If the Client returns the car with more fuel than was received, the Car Rental Company does not pay for the remaining fuel. The volume of the car's tank and the fuel remaining during transfer are specified in the Acceptance Act.

4.3.7. The Client bears full responsibility to the Car Rental Company for any losses/incurred damages caused to the latter during the term of this Agreement (theft of the rented car, road accident, damage to glass or its parts, fire, explosion, as well as other actions of perpetrators, third parties, or the Client themselves, as a result of which damage was caused) and related to the non-fulfillment/violation by the Client/Driver of the terms of this Agreement, the Acceptance Act, and/or the terms of current legislation (including Traffic Rules).

4.3.8. In case of violation by the Client of the duties established by the Agreement or the Acceptance Act, which led to the occurrence of an insurance event, the person who received the relevant compensation from the insurer shall transfer to the insurer the right of claim which they have against the Client responsible for the caused damage.

4.3.9. Limitation of the Client's liability for risks of theft, robbery, or total destruction of the car is 10% of the car's value, and the limitation of liability for other risks that are insurable is equal to the amount of the deposit paid by the client.

4.3.10. Any risk limitation cannot be less than the amount specified in the CASCO (KASKO) insurance policy of this car in effect at the time of the insurance event.

4.3.11. Limitation of liability and retention of the deposit amount, or 10% of the car's value, is not considered fulfillment of all obligations by the Client to the Car Rental Company/Owner if the Insurance Company refused to pay insurance compensation or if the Client caused damages not covered by insurance coverage and/or not declared to the insurance company.

4.3.12. In case of full compensation of losses to the Car Rental Company/Owner by the insurance company, the Car Rental Company/Owner has the right to retain an amount in the size of the deposit for the car from the Client, which will act as compensation for deductibles (amounts not reimbursed by the insurance company) under the terms of CASCO insurance, mandatory insurance, and other types of insurance, as well as compensation for the loss of the car's commercial appearance, costs for a replacement car, losses caused by car downtime, and other expenses not compensated by the insurance company.

4.3.13. In case of loss or theft of the car documents, technical inspection ticket (documents replacing it, receipt), keys, or the car's registration plate from the Client, or damage (loss, theft) of a car wheel, the guarantee deposit paid by the Client is returned minus the amount necessary to compensate for the damages caused.

4.3.14. In case of damage to a wheel where it cannot be used for safe driving (cut, bulge, cord damage), the Client pays the cost of 2 new wheels of the same brand that were installed on the car at the time of receiving the car, to replace the pair of wheels with the same tread on one axle of the vehicle.

4.4. Dispute Resolution Procedure

4.4.1. All disputed issues that may arise under this Agreement or in connection with its execution shall be resolved by the Parties through negotiations and in the presence of a written statement from the Customer, Client/Driver, sent by mail. Pre-trial dispute resolution procedure is mandatory.

4.4.2. In the event that the Parties cannot reach an agreement on disputed issues through negotiations, these issues are subject to resolution in accordance with current legislation.

4.4.3. On all issues not regulated in the text of this Agreement, the parties are guided by the current legislation of the country where the car was received for rent.

5. Personal Data Protection

5.1. By accepting the Agreement, the Customer, Driver/Client provides consent for the processing of their personal data in accordance with current legislation, including relevant acts of the European Union, obtained from the Customer, Driver/Client, as well as third parties. The Customer, Driver/Client confirms that by giving such consent, they act of their own free will and in their own interest.

5.2. Personal data may include:

5.2.1. surname and name;

5.2.2. date, month, year, and place of birth;

5.2.3. series and number of the identity document (passport or another identity document replacing it);

5.2.4. information about the registration address at the place of residence;

5.2.5. driver's license data;

5.2.6. contact data, including (but not limited to): phone number, email address;

5.2.7. data on the presence (absence) of medical contraindications to the use of a vehicle;

5.2.8. biometric data (photographs);

5.2.9. data on the place of work, position;

5.2.10. other personal data.

5.3. The User provides consent for the processing by the Performer of the data provided by the User under clause 5.2. Consent for the processing of personal data is provided by the User for the purposes of concluding and executing this Agreement, providing additional services, participating in promotions, surveys, research initiated by the Performer (including conducting surveys, research using electronic, telephone, and cellular communications, but not limited to such conduct), making decisions or performing other actions that generate legal consequences in relation to the User or other persons, and the User's understanding of information regarding services provided by the Performer.

5.4. The Performer undertakes to ensure proper protection of the data of the Customer, Driver/Client.

5.5. Processing of personal data of the Customer, Driver/Client is carried out by the Performer to the extent necessary to achieve each of the goals listed above, by the following possible methods: collection, recording (in particular, on electronic media), systematization, accumulation, storage, compiling lists, marking, clarification (updating, changing), extraction, use, transfer (distribution, provision, access), depersonalization, blocking, deletion, destruction, cross-border transfer of personal data, and obtaining images. Processing is carried out both with the help of automation tools and without the use of such tools.

5.6. The Customer, Driver/Client confirms that the consent provided by them for the processing of personal data is valid indefinitely from the moment of providing the Performer with the data of the Customer, Driver/Client.

5.7. The Customer, Driver/Client has the right to withdraw their consent for the processing of personal data by submitting a relevant written notice to the Performer at least 90 (ninety calendar) days before the moment of withdrawal of consent. At the same time, the Customer, Driver/Client recognizes and understands that access to the use of the Services of the Getmancar Website and Mobile Application will not be provided by the Performer from the moment when the Performer lost the opportunity to process the User's personal data. A written statement can be submitted to the email address info@getmancar.com.

5.8. The Customer, Driver/Client recognizes and confirms that if it is necessary to provide personal data to achieve the above goals to a third party (in particular to authorized state bodies), as well as in the case of involving third parties to perform work (provide services) stipulated by the Agreement, or in the case of transfer by the Performer of its functions and powers to another person (assignment, in particular for considering the possibility of assignment and making a decision regarding transfer, debt collection, etc.), the Performer has the right to process personal data without obtaining additional written consent.

5.9. The Customer, Driver/Client recognizes and confirms that consent for the processing of the User's personal data is considered granted by them to any third parties, taking into account relevant changes, and any third parties have the right to process personal data based on this consent.

5.10. The Customer, Driver/Client recognizes and confirms that in case the Performer considers issues of re-assignment (assignment) of the Performer's rights under the agreements concluded with the Customer, Driver/Client, consent to the transfer of personal data of the Customer, Driver/Client and data under the agreements concluded by the Customer, Driver/Client to third parties who are likely (potential) Assignees for the Performer's decision on a deed of assignment is considered unconditionally granted by the Customer, Driver/Client to the Performer. In the event of an assignment by the Performer of its rights under this agreement, the Performer has the right not to send the Customer, Driver/Client a notification regarding this.

5.11. The Customer, Driver/Client provides their consent to receive from the Performer advertising messages containing advertisements for goods and services sold by the Performer and/or its partners and/or other third parties, to the email address and mobile phone number (including accounts linked to it in messengers such as WhatsApp, Viber, Telegram, etc.) specified by the Customer, Driver/Client in this agreement. In the event that the Customer, Driver/Client contacts the Performer with a demand to stop the distribution of advertising messages to their address, the Performer undertakes to immediately stop such distribution regarding the Customer, Driver/Client who contacted them with the relevant demand.

5.12. The Customer, Driver/Client provides their consent for the Performer or an agent (payment system) engaged by the Performer to debit funds from the bank card of the Customer, Driver/Client (the bank card specified by the Customer, Driver/Client) to settle any payments stipulated by this Agreement in a direct debit (non-acceptance) manner, without obtaining additional consent from the Customer, Driver/Client. This includes, but is not limited to, fees for providing the Getmancar Service, fines, penalties, compensation for damage, Performer's expenses arising in connection with the non-fulfillment and/or improper fulfillment of the Agreement by the Customer, Driver/Client, amounts of additional and special tariffs (including subscription fees), franchise amounts, and other amounts in cases stipulated by current legislation and this Agreement.

5.13. The Customer, Driver/Client gives their consent for the Performer to record conversations of the Customer, Driver/Client with the Performer's Support Service and to provide such recordings to third parties.

5.14. The Customer, Driver/Client gives their consent for the Performer and/or its partners (payment systems) during the term of this Agreement to store bank account data and/or bank card data of the Customer, Driver/Client, within the limits permitted by law and necessary for making payments by which the Customer, Driver/Client pays for Getmancar services.

5.15. The Customer, Driver/Client has the right to demand the deletion of their personal data and/or withdraw the right to process their data after the termination of this agreement and in cases stipulated by clause 5.7 of this Agreement, except for the following cases:

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

5.15.2. If the Customer, Driver/Client has a debt to the Performer or the Rental Company for services provided, until the full repayment of such debt.

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

6. Term of the Agreement

6.1. This agreement is valid until December 31, 2029.

7. Contact Information

7.1. Contact information of the Performer:

7.2. 63 Oleksandra Polia Ave., Dnipro 49000, Ukraine. Phone: +38-097-444-5-222. Email: info@getmancar.com. Messengers: Telegram, Viber, WhatsApp.

7.3. Contact information of the Car Rental Company:

7.3.1. Specified in the Vehicle Acceptance Act.

7.3.2. In case the Client/Driver or Customer does not have the Acceptance Act (lost, cannot be restored, etc.), they may contact the Performer's Customer Support service at info@getmancar.com with a request for information regarding the car rental, the name, and details of the Car Rental Company. To form such a request, the Client/Driver or Customer must provide the following information:

7.3.2.1. surname and name of the Client, Customer

7.3.2.2. phone number of the Client/Driver, Customer

7.3.2.3. car rental period

7.3.2.4. place of receipt and return of the car

7.3.2.5. car make and model, registration number (if possible)

7.3.2.6. The Performer has the right to request additional information to confirm that the request is being made by the proper person.

May 25, 2026

Director of "Carsharing Solutions" LLC

O.V. Samarska