

Public Offer Agreement

on rendering services on registration of preliminary orders for car rental/lease via getmancar.com website and Getmancar mobile application.

The specified public offer agreement is addressed by the Contractor to any capable natural person, as well as legal entity, meeting the requirements of this agreement and wishing to arrange car rental service via getmancar.com website and/or Getmancar mobile application.

The Agreement is a public offer. Its terms and conditions are the same for all consumers. Unconditional acceptance of these terms and conditions (payment by any available means) shall be considered acceptance of this Agreement between the Customer and the Contractor and confirms the fact of its conclusion.

This Agreement is a mixed contract, as it contains provisions of several types of contracts.

This Agreement governs legal relations regarding the formation of preliminary orders for car rental (lease), as well as the provision of car rental (lease) services. It does not apply to legal relations arising 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 coincide, but the relations governed by this Agreement differ from the legal relations arising under the Carsharing Agreement. In case of disputes or other issues, the parties shall be guided by the respective Agreement.

1. Definition of terms and general provisions

Site, Website – a set of data about the Contractor's service, stored on the server and available on the Internet at the following web address <https://getmancar.com>.

Application, Mobile application, Getmancar application - Getmancar mobile application installed on a smartphone (via download from a specialized application store App Store, Google Play, Huawei AppGallery, or by direct installation other than the store) of any person and allowing to register a person as a Customer, Driver/Client, to use the carsharing service, to use the car rental/lease service, to form a preliminary order for car rental/lease.

Car rental/lease service - a service provided by the Car Rental Company to the Customer, which consists in the provision and transfer of a car, as defined within the Customer's and/or Client's order, for a certain period of time and for a certain fee. Car rental/lease can be carried out only through the physical transfer of the car 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, train station, etc.). That is, when providing car rental/lease services, the Client will always meet with the Car Rental Company when picking up or returning the car, except in cases of force majeure or breach of the Contract.

Carsharing - a short-term car rental service that includes the car, taxes, seasonal tires, the cost of washing the car, and the cost of fuel at certain rates. When providing this service, the Client and the Car Rental Company (the Contractor) never meet, except in cases of force majeure. The rental car is transferred and returned exclusively through the mobile application.

Personal cabinet - an address on the Website that contains the Client's data, orders, payment statuses, and other information, and also allows the Client to manage his/her orders, including canceling, changing, and paying for the order.

Contractor - an individual or a legal entity (representative of a legal entity, authorized employee) who has agreed to the terms and conditions of this Agreement in order to receive car rental services and/or to reserve and pay for booking, car rental, and other services, including but not limited to, for the Driver/Customer, in accordance with the terms and conditions of this Agreement.

Customer - an individual or a legal entity (representative of a legal entity, authorized employee) who has agreed to the terms and conditions of this Agreement in order to receive car rental services and/or to reserve and pay for booking, car rental, and other services, including but not limited to, for the Driver/Customer, in accordance with the terms and conditions of this Agreement.

Parties - the collective name of the Customer and the Contractor for the car rental reservation/booking service, and the Car Rental Company, the Customer, and the Driver/Client for the car rental service.

Driver/Client - the person who is named in the car rental transfer deed and/or who signs the car rental transfer deed with the Car Rental Company and who receives the car under the acceptance certificate. The Driver/Customer can be either the person placing the order on the Website (the Customer) or the person indicated as the Driver/Customer when placing the car order and in respect of whom the data and documents required for the car rental service are provided and specified in the rental terms and conditions on the Website/Mobile application Getmancar. The Driver/Client and the Customer may be the same person, i.e., when the Customer makes the order on the Website independently and for himself/herself.

Acceptance Certificate, Transfer Certificate, Vehicle Acceptance Act - a document that is drawn up when a car is transferred to the Customer/Driver and/or when the Customer/Driver returns the car, between the Car Rental Company on the one hand and the Customer and/or the Customer/Driver on the other hand. This document defines the basic conditions of car rental/lease, namely: make, model, license plate number and other features of the car, all drivers allowed to drive the car, tariffs, cost of additional services and deposit, allowed mileage, fuel level and odometer condition, technical condition and damages of the car, brand of tires installed on the car (the list is not exhaustive or mandatory).

Data and documents required for the car rental service - documents and data required by the Car Rental Company for the car rental. The requirements for documents and data are based on the requirements of local legislation as well as the internal policy of the Car Rental Company. The required documents (the list is not exhaustive or mandatory) include: passport (including ID card, foreign passport), driver's license, tax number. The required data (the list is not exhaustive or mandatory) include: name and surname, date of birth, place of residence, telephone number, e-mail, passport series and number and date of issue, driver's license series and number and date of issue, individual tax number.

Car Rental Company - a legal or natural person acting independently and/or through an authorized employee or representative, having the appropriate registration documents and permits to carry out car rental/leasing activities. The Car Rental Company directly draws up car rental acceptance acts with the Client/Driver and/or the Customer and transfers the car, for which a car acceptance act is drawn up. The Car Rental Company and the Contractor may be the same person, when the Contractor not only accepts rental orders but also fulfills them and falls under the characteristics of the Car Rental Company specified in this Agreement.

Owner - a legal or natural person who is the owner or manager of the vehicle to be rented/leased to the Customer, Driver/Customer on the basis of the order made by the Customer. The Owner, the Car Rental Company, and the Contractor may be the same person if the person meets all the definitions specified in this Agreement, i.e., accepts orders, is the owner of the vehicle to be rented/leased, and independently transfers the vehicle to the Customer/Driver/Client and signs the vehicle acceptance certificate.

Car reservation/booking services – an opportunity provided by the Contractor to the Customer to form a preliminary order for car rental under the conditions specified in this Agreement, on the Website and in the Mobile application. Car reservation/booking can be made both automatically – the Customer chooses the parameters of the order on the Website and/or in the Mobile application – and manually – the Customer applies to the Customer support/booking service of the Contractor through any channel (phone, messenger, chat, e-mail), and the Contractor forms the reservation on the Customer's instructions and then sends the reservation to the Customer.

Order form – a document that the Customer receives after a successful car rental order on the Website/Mobile App, containing the order data: unique order number, car class and/or model, car brand, date of ordering, rental period, date and place of car pick-up and return, car rental price and car deposit, surname, first name, patronymic and other data of the Driver/Customer and/or the Customer who will receive the car and will be the signatory of the acceptance certificate. The order form may take the form of a physical document, an electronic record in myAlpari, or in the Mobile Application.

The order form does not entitle the Customer/Driver to receive the car if the Customer/Driver fails to submit the original Documents required for the car rental service, as well as in cases where expired Documents are submitted, or Documents that do not entitle the holder to drive a vehicle in the country of the order, or in the absence of payment for rental services and deposit from the Driver/Customer or the Customer, when the car is transferred by the Contractor/Owner/Car Rental Company.

Offer Contract, Public Offer Contract, Car Rental Contract – this Agreement regulates relations regarding placing orders for car rental/lease and the provision of car rental/lease services.

Contractor's requisites for payment of funds – details of the account, bank card, or electronic wallets of the Contractor, indicated on the Website and belonging to and/or under the control of the Contractor. Complete details are sent to the Customer by e-mail, messenger, or provided by phone (in a message or voice) to prevent fraudulent actions by third parties; in this case, the specified details necessarily belong to the Contractor.

Payment on the Website, in the Mobile application – payment for the car order or car rental service, which is made through the electronic payment system on the Website and/or in the Mobile application. The payment is made by the Customer entering his/her card details and/or performing other actions (payment via a click in the phone using Apple Pay, Google Pay, etc.).

Commission when paying to the Contractor's requisites – when paying to the Contractor's requisites, the commission is paid in accordance with the terms of the agreement between the Contractor and the service provider handling payments: acquiring, banking services, or other services enabling the crediting of funds to the Contractor's accounts/requisites when paying for the order services.

Deposit, security deposit – the amount specified in the Car Acceptance Certificate, which is paid upon receipt of the car. The deposit is returned after the Client/Driver returns the car in accordance with the procedure and terms specified in this Agreement. The deposit can be paid in cash, by non-cash transfer, or by card.

Traffic Rules, traffic regulations – rules that regulate the procedure of driving, using a car, vehicle registration, obtaining driving permits, and road operations, approved by the state authority of the country and mandatory for all road users.

Accident, road traffic accident – an event resulting in damage to the rental car, third parties, or property of third parties, regardless of the number of participants and the presence or absence of fault, or the presence or absence of persons at the time of the accident.

Total destruction of the car – damage caused to the car, where the cost of repair or elimination equals or exceeds 50% of the cost of a similar car.

Boundary of the state of receipt of the automobile – state and/or administrative boundaries of the country within which the sovereign authority of the state applies. The state of receipt of the car means the country indicated as the place of delivery of the car.

2. Subject of the Contract

- 2.1. Under this Agreement, the Customer entrusts and the Contractor undertakes the obligations to provide car reservation/booking services via the Website and/or the Mobile application.
- 2.2. Under this Agreement, the Customer receives a car for rent on the terms and conditions specified on the Website and provided by the Contractor, and the Car Rental Company undertakes to transfer the car to the Customer and/or the Customer/Driver on the terms and conditions specified in the Order Form.
- 2.3. The car reservation/booking service shall be considered provided by the Contractor and received by the Customer in full from the moment the Customer makes a payment to the Contractor's requisites for payment of funds, or makes payment on the Website and/or in the Mobile application.
- 2.4. The car rental service shall be deemed provided from the moment of physical transfer of the car to the Customer by the Car Rental Company and execution of the relevant acceptance certificate.
- 2.5. By agreeing to the terms and conditions of this Agreement, the Customer confirms that he/she has carefully read all the clauses of the Agreement and the information posted on the Website, namely:
 - 2.5.1. the procedure for ordering services, cancellation of reservation/booking of the car, terms of cancellation 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 terms and conditions set out on the Website, which are essential for the conclusion of this Agreement and execution of the car acceptance certificate.
- 2.6. By agreeing to the terms and conditions of this Agreement, the Customer confirms his/her legal capacity, including having reached the age of 18 (for individuals), the lawful use of a bank payment card (in case of payment for services with it), as well as the awareness of the

responsibility for the obligations imposed on him/her as a result of the conclusion of this Agreement.

- 2.7. By agreeing to the terms and conditions of this Agreement, the Customer confirms the accuracy of the completed data regarding the Driver/Customer and himself/herself on the Website.

3. Car reservation/booking services

3.1. Cost of reservation services and procedure of payments

- 3.1.1. The services of the Contractor for carrying out the reservation/booking of car rental are provided for a commission, are chargeable, and are paid as follows:
- 3.1.1.1. By the Car Rental Company and/or the Owner, in case the Contractor, the Car Rental Company, and the Owner are not the same person and in case the Customer/Driver receives the car from the Car Rental Company/Owner according to the pre-arranged order through the Website, under which the Car Rental Company and/or the Owner on the one hand and the Customer and/or the Driver/Client on the other hand concluded a car rental/lease agreement and/or executed a car acceptance act. In this case, the Contractor's remuneration shall be paid by the Car Rental Company and/or the Owner in the amount and according to the contract concluded between them and the Contractor.
- 3.1.1.2. By the Customer, from the prepayment for the reservation/booking service at the time of placing an order or upon completion of the reservation/booking order, by payment according to the Order Form using a bank card, transfer to an account, electronic money transfer, cash, or another method, at the time of placing an order on the Website and/or within the deadlines permitted in accordance with the payment terms specified on the Website or provided by electronic message, in accordance with the payment rules.
- 3.1.1.3. By the Customer/Driver in case of cancellation of the reservation/booking of car rental in violation of the free cancellation terms, if such order was not paid on the Website or otherwise by the Customer/Driver. Payment shall be made in the amounts specified in the rental terms and conditions and/or FAQ on the Website.
- 3.1.2. When paying for the order, a commission may be withheld from the Customer by the banking institution or companies providing payment services, and/or the Customer is obliged to reimburse the Contractor for the commission withheld by the bank servicing the Contractor, in the amounts specified at the time of payment or in the rental terms.
- 3.1.3. Refund in case of cancellation of the order, if the cancellation is made in advance before the transfer of the car to the Driver/Client and signing of the acceptance act, and if it was made through the Website and/or Mobile application without violating the terms specified on the Website, is possible within the defined period without any penalties. Such refund is made in accordance with the rules of the payment systems and the terms of this Agreement. In such case, the Contractor does not reimburse, or may deduct from the refund amount (if the commission under the contract between the Contractor and the payment system is borne by the Contractor from credited sums) the commissions paid during order placement and/or payment, the commissions charged by the payment system for refund, as well as taxes, fees, and official charges, if applicable and non-refundable after cancellation.

- 3.1.4. The terms of cancellation of the order under which the Customer may receive a refund are defined in the car rental terms on the Website.
- 3.1.5. The terms of payment of the order by the Customer are defined on the Website and/or in the e-mail sent to the Customer, and/or in the personal account on the Website.

3.2. Rights and obligations of the Parties

3.2.1. The Contractor undertakes to:

- 3.2.1.1. Provide the Services stipulated by this Agreement.
- 3.2.1.2. Ensure the possibility to order and pay for the Services using the payment methods available on the Website and/or in the Mobile application.
- 3.2.1.3. Provide consultations on the use of the Website and the Services provided.

3.2.2. The Contractor has the right to:

- 3.2.2.1. Refuse to provide services in connection with improper fulfillment by the Customer of obligations under this Agreement.
- 3.2.2.2. Refuse to provide services in case of failure to provide the Customer's/Driver's data required for car rental.
- 3.2.2.3. Refuse to provide services due to security concerns: driver's intoxicated state or suspicion thereof, suspicion or commission of fraud or attempted fraud, or other crimes.

3.2.3. The Customer agrees to:

- 3.2.3.1. Comply with the terms and conditions of this Agreement.
- 3.2.3.2. Accept the vehicle at the time and place specified in the order, including notifying the Driver/Customer of the circumstances indicated in the order.
- 3.2.3.3. Provide original documents required to conclude the contract and use the rental car.
- 3.2.3.4. Familiarize himself/herself with the terms and conditions of car rental set out on the Website.

3.2.4. The Customer has the right to:

- 3.2.4.1. Demand that the Contractor provide Services in accordance with this Agreement and as specified on the Website.

3.3. Responsibility of the Parties and procedure of dispute resolution

- 3.3.1. The Customer is responsible for the loss, transfer, or disclosure of information from the order form or acceptance certificate.
- 3.3.2. The Contractor shall not be liable for non-receipt of services by the Customer in the following cases:
 - 3.3.2.1. Refusal of the Customer and/or Driver/Customer to sign the Vehicle Acceptance Certificate;

- 3.3.2.2. Inaccuracy of the data specified by the Customer when using the Website services (surname and name of the Customer, Driver/Client, date of receiving the car, etc.);
- 3.3.2.3. Failure to provide passport and driver's license data of the Driver/Client who will operate the car;
- 3.3.2.4. Provision by the Driver/Client of documents that make it impossible to operate the vehicle, including absence of the appropriate category in the driver's license, mismatching surnames/names in the passport and driver's license, or discrepancies in transliteration in a foreign language;
- 3.3.2.5. Failure of the Driver/Client to obtain the car due to a condition preventing safe driving: alcohol/drug intoxication or being under the influence of medications. The explanation of the Car Rental Company regarding the unacceptable condition of the Driver/Client shall be sufficient to establish such condition.
- 3.3.2.6. Other conditions not related to the order and car rental contract on the Website.
- 3.3.3. All disputes related to the receipt of services by the Customer shall be resolved using the personal data of the Customer and Driver/Client provided during registration and payment on the Website and/or in the Mobile application. If such personal data is provided in a way that makes it impossible to identify the final recipient of services (the Customer/Driver), the Contractor has the right to refuse to consider the dispute.
- 3.3.4. The Contractor is not responsible for the Customer's failure to receive the Order Form due to problems in the operation of the Customer's technical means or communication channels. In such case, the Customer must contact the Contractor's support service within 1 hour from the moment of payment, using the contacts indicated on the Website and/or in the Mobile application.
- 3.3.5. All disputes arising under this Agreement or in connection with its execution shall be resolved by the Parties through negotiations and upon the Customer's written application submitted by post. Pre-trial dispute settlement is mandatory.
- 3.3.6. If the Parties cannot resolve disputes through negotiations, such disputes shall be resolved in accordance with applicable law.
- 3.3.7. For all matters not regulated by this Agreement, the Parties shall be guided by the applicable law.

4. Car rental

4.1. Car rental service cost and payment procedure

- 4.1.1. The payment for the car rental is calculated on the basis of the daily rate, which depends on the class of the car, the number of rental days, and the cost of other services ordered by the Client. The total payment amount specified in the Order Form and/or Acceptance Certificate is paid by the Client simultaneously with the receipt of the car for rent. When returning the car, the Client is obliged to pay an additional fee for excess mileage (except where the tariff includes unlimited mileage) and for delay in returning the car, based on the base daily tariff. The fee for delivery/return of the car outside the office, excess mileage (additional kilometers)

agreed in the Acceptance Certificate, and car wash is set according to the price list valid at the moment of payment.

- 4.1.2. The security deposit is paid in advance to the Car Rental Company by the Customer upon receipt of the car. The amount of the deposit depends on the model of the rented car and the documents provided by the Client, and is indicated in the Order Form and/or Acceptance Certificate. The deposit shall be returned to the Client upon fulfillment of the conditions of the Agreement, immediately after returning the car to the Car Rental Company. When paying by card, the amount of the security deposit is blocked on the Client's account. The deposit payment may be delayed by the Car Rental Company if the Client returns the car in a technically defective condition or unwashed, until the technical condition is clarified, the car is washed, and inspected.
- 4.1.3. When paying for the car rental service or the security deposit, the Client may be charged a commission by the banking institution or payment service providers, and/or the Client is obliged to reimburse the Contractor and/or the Car Rental Company for the commission charged by the bank servicing them, in the amounts specified at the time of payment or in the rental terms and conditions.

4.2. Rights and obligations of the Parties

4.2.1. The Car Rental Company undertakes to:

- 4.2.1.1. Provide the services under the terms and conditions of this Agreement and the Acceptance Certificate.
- 4.2.1.2. Ensure the possibility to order and pay for services using the payment methods provided on the Website and/or in the Mobile application.
- 4.2.1.3. Provide consultations on the use of the Website and the services provided.

4.2.2. The car rental company has the right:

- 4.2.2.1. Refuse to provide services in case of improper fulfillment of the Customer's obligations under this Agreement or the terms specified in the Acceptance Certificate.
- 4.2.2.2. Refuse to provide services if the Customer/Driver fails to provide the data required for car rental.
- 4.2.2.3. Refuse to provide services for security reasons: intoxication or suspected intoxication of the driver, suspicion or commission of fraud or attempted fraud, or other crime.
- 4.2.2.4. Unilaterally terminate this Car Rental Agreement early and demand immediate return of the car, whereby the rental agreement shall be deemed terminated from the moment of notification to the Client/Driver, and the car shall be returned to the Car Rental Company immediately. Grounds for early termination may include, among others, loss of trust in the Client, receipt of information about fraudulent or criminal actions of the Client.
- 4.2.2.5. 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 Customer in advance shall be returned if no violations of the Agreement or the Car Acceptance Certificate occurred.

4.2.3. The Customer undertakes to:

- 4.2.3.1. To comply with the terms and conditions specified in this Contract and the Car Acceptance Certificate.
- 4.2.3.2. Accept the car at the time and place specified in the order.
- 4.2.3.3. To have the originals of the documents specified as necessary documents for car rental on the Website and/or in the Mobile application and/or in the order form.
- 4.2.3.4. To get acquainted with the terms and conditions of car rental stated on the Website and in the Mobile application.
- 4.2.3.5. To use the rented car for traveling within the territory specified in the Acceptance Certificate, without crossing borders.
- 4.2.3.6. To use the Car in accordance with the operating manual, which is handed over to him/her together with the Car, and the Rules of the Road Traffic on public roads with a hard surface.
- 4.2.3.7. Do not use the Car:
 - 4.2.3.7.1. for towing another vehicle;
 - 4.2.3.7.2. to participate in races and/or competitions, including test drives, for training purposes, as a cab.
 - 4.2.3.7.3. if the Client/Driver is in a state of alcoholic, narcotic or toxic intoxication, under the influence of medical preparations, the use of which is contraindicated when driving the Car;
 - 4.2.3.7.4. for committing actions for which criminal or administrative liability is stipulated.
- 4.2.3.8. Observe fire safety rules, not to transport and store flammable, inflammable and explosive substances and objects.
- 4.2.3.9. Observe the driver's duties defined by the Road Traffic Rules, not to leave the place of the accident and not to refuse to undergo medical examination to determine the condition at the time of the accident.
- 4.2.3.10. Not to allow third persons to drive the Car.
- 4.2.3.11. Leave the Car only in specially designated parking places and parking lots.
- 4.2.3.12. Do not allow gross violations of the Traffic Rules, such as: driving through a prohibited traffic light signal or a gesture of an adjuster; violation of parking rules; driving into the oncoming traffic lane, where such driving is prohibited according to the traffic rules; exceeding the maximum allowed speed by more than 20 km/h; driving through one or two horizontal solid lines of road markings.
- 4.2.3.13. Do not allow water to get into the car engine, including by driving into water bodies, puddles, including in case of significant precipitation, stop operating the car.
- 4.2.3.14. Do not leave the keys and registration certificate for the car in the car and do not give them to any third parties.

- 4.2.3.15. Do not cross or intend to cross the border of the country where you received the car with the rented car.
- 4.2.3.16. In case of an incident, accident, traffic accident or damage to the Car to notify the Car Rental Company, the Insurance Company and take all possible measures to prevent an increase in the amount of losses.
- 4.2.3.17. To give to the Car Rental Company copies of all documents that the Client/Driver has drawn up, received or signed in connection with the event.

4.2.4. The Customer shall have the right to:

- 4.2.4.1. To demand from the Car Rental Company the provision of services in accordance with the terms and conditions of this Agreement, the Vehicle Acceptance Certificate, the Order Form, including those specified on the Website and in the Mobile Application.
- 4.2.4.2. To prematurely terminate the use of the rented car. In this case, the rental amount is calculated per day, based on the base daily tariff, and the remaining balance is refunded minus 30%, which remains with the Car Rental Company as compensation for lost orders.
- 4.2.4.3. To extend the period of use of the car by notifying the Car Rental Company at least 24 hours before the end of the rental period. If extension is possible, including in the absence of orders for the specified car, the base daily tariff is added to the main rental amount for each additional day, and an additional agreement is concluded between the Parties. The Client pays for the rental extension, and the final payment is made upon returning the car.

4.2.5. Client's actions in case of emergency:

- 4.2.5.1. In the event of an incident, accident, traffic accident, or damage to the vehicle, personal injury, property damage, robbery, theft of the vehicle, threat of such theft, etc., the Customer, regardless of fault, must call the police, notify the Car Rental Company, and strictly follow their instructions.

4.3. Client's responsibility

- 4.3.1. The Customer must return the Car on the date, time and place specified in the Acceptance Certificate.
- 4.3.2. The car must be returned in good technical condition, corresponding to its condition at the time of handover, taking into account normal wear and tear, and with mileage permitted under the terms of this Agreement and the Acceptance Certificate.
- 4.3.3. If the extension of the rental period is not agreed in advance and the Client exceeds the rental time by 1 hour, the payment shall be charged for the next day in full. In addition, the Car Rental Company may charge the Customer a fine equal to the deposit for failure to return the car on time, in cases where the Car Rental Company and/or the Contractor or their partners (persons acting under joint activity agreements or joint service agreements) have received an order for the car and the Customer has made a prepayment for that order in any amount.
- 4.3.4. The car is delivered for rent with a specified amount of fuel, as recorded in the Acceptance Certificate. Upon return, the car must be refueled to the same level.

- 4.3.5. If the car is returned with less fuel than specified, the Client/Driver shall pay a fine to the Car Rental Company and/or the Contractor in the amount of the fuel price at the filling station at the moment of return plus 20% for each liter of missing fuel, up to the amount issued to the Client.
- 4.3.6. If the Client returns the car with more fuel than was received, the Car Rental Company shall not reimburse the excess. The fuel tank volume and the fuel level at handover are specified in the Acceptance Certificate.
- 4.3.7. The Client shall be fully liable to the Car Rental Company for any loss or damage caused during the validity of this Agreement (including theft of the rented car, traffic accident, damage to glass or its parts, fire, explosion, or other actions of intruders, third parties, or the Client himself/herself that caused the damage), arising from the Client's/Driver's failure to comply with this Agreement, the Acceptance Certificate, and/or applicable law (including Road Traffic Rules), except for losses incurred independently of the Client.
- 4.3.8. If the Customer violates obligations under this Agreement or the Acceptance Certificate, resulting in an insured event, the person who has received indemnity from the insurer shall transfer to the insurer the right of claim against the Customer responsible for the damage.
- 4.3.9. In case of the Customer's violation of the obligations stipulated in the Agreement or the Acceptance Certificate, which resulted in the occurrence of an insured event, the person who has received the corresponding indemnity from the insurer shall transfer to the insurer the right of claim that he/she has against the Customer responsible for the damage caused.
- 4.3.10. Any limitation of risk may not be less than the amount specified in the hull insurance contract for this car in force at the time of the insured event.
- 4.3.11. Limitation of liability and withholding of the deposit amount or 10% of the value of the car shall not be considered as fulfillment of all obligations by the Client to the Car Rental Company/Owner if the insurance company refuses to pay the insurance indemnity or the Client has caused losses not covered by the insurance coverage and/or has not reported to the insurance company.
- 4.3.12. In case of full indemnification of the Car Rental Company/Owner by the insurance company, the Car Rental Company/Owner shall be entitled to withhold the amount of the car deposit from the Client, which will be the compensation of deductibles (amounts that are not reimbursed by the insurance company) under the terms of hull insurance, compulsory insurance, other types of insurance, compensation for the loss of the car's trade dress, expenses 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 Customer's car documents, vehicle inspection ticket (documents replacing it - receipts), keys, car registration number, damage (loss or theft) of the car wheel, the warranty deposit paid by the Customer shall be refunded less the amount necessary to compensate for the losses incurred.
- 4.3.14. In case of damage to the wheel when it cannot be used for safe driving (cut, bump, cord damage), the Customer shall pay the cost of 2 new wheels of the same brand, which were

installed on the car at the time of receiving the car, to replace a pair of wheels with the same tread on one axle of the car.

4.4. Dispute resolution procedure

- 4.4.1. All disputable issues that may arise under this Agreement or in connection with its fulfillment shall be settled by the Parties through negotiations and in the presence of a written application of the Customer, Client/Driver transmitted by means of postal communication. Pre-trial dispute resolution procedure is mandatory.
- 4.4.2. In case the Parties are unable to reach an agreement on the disputed issues through negotiations, these issues shall be resolved in accordance with the current legislation.
- 4.4.3. For all issues not settled in the text of this Agreement, the Parties shall be guided by the current legislation of the country where the car is rented.

5. Protection of personal data

- 5.1. By accepting the Agreement, the Customer/Driver gives his/her consent to the processing of his/her personal data in accordance with applicable legislation, including relevant acts of the European Union, such data being obtained from the Customer/Driver as well as from third parties. The Customer/Driver confirms that by giving such consent, he/she acts voluntarily and in his/her own interests.
- 5.2. Personal data may include:
 - 5.2.1. surname and first name;
 - 5.2.2. date, month and year and place of birth;
 - 5.2.3. series and number of the identity document (passport or other identity document that replaces it);
 - 5.2.4. information on the address of registration at the place of residence;
 - 5.2.5. details of the driver's license;
 - 5.2.6. contact information, including (but not limited to): telephone number, e-mail address;
 - 5.2.7. data on the presence (absence) of medical contraindications to the use of a vehicle;
 - 5.2.8. biometric data (photos);
 - 5.2.9. data on place of work, position;
 - 5.2.10. other personal data
- 5.3. The User consents to the Contractor's processing of the personal data provided by the User 5.2. The consent to the processing of personal data is provided by the User for the purposes of conclusion and execution of this Agreement, provision of additional services, participation in promotions, surveys, studies (including but not limited to surveys, studies by means of

electronic, telephone and cellular communication) introduced by the Contractor , making decisions or performing other actions giving rise to legal consequences in relation to the User or other persons, understanding by the User of information about the services provided by the Contractor .

- 5.4. The Contractor undertakes to ensure proper protection of the Customer's, Driver's/Client's data.
- 5.5. Processing of the Customer's, Driver's/Client's personal data is carried out by the Contractor to the extent necessary to achieve each of the above purposes by the following possible methods: collection, recording (including on electronic media), systematization, accumulation, storage, listing, marking, clarification (update, change), extraction, use, transfer (distribution, provision, access), depersonalization, blocking, deletion, destruction, trans-border transfer of personal data, image retrieval. Processing is carried out both with and without the use of automation tools.
- 5.6. The Customer, Driver/Client confirms that the consent to the processing of personal data provided by him/her is valid indefinitely from the moment the Customer's, Driver's/Client's data is provided to the Contractor .
- 5.7. The Customer, Driver/Client has the right to withdraw his/her consent to the processing of personal data by submitting a corresponding written notice to the Contractor at least 90 (ninety calendar) days prior to the moment of withdrawal of consent, whereby the Customer, Driver/Client acknowledges and understands that access to the use of the Services of the Website and Getmancar Mobile Application will not be provided by the Contractor from the moment when the Contractor missed the opportunity to process the User's personal data. A written application may be submitted by e-mail to info@getmancar.com.
- 5.8. The Customer, Driver/Client acknowledges and confirms that if it is necessary to provide personal data to a third party (including authorized state bodies) to achieve the above-mentioned purposes, as well as when engaging third parties to perform works (render services) under the Contract, when the Contractor transfers its functions and powers to another person (derogations, including for consideration of the possibility of assignment and decision-making on the transfer, debt collection, etc.), the Contractor has the right, without obtaining the consent of the Customer, Driver/Client and the Client.
- 5.9. The Customer, Driver/Client recognizes and confirms that the consent to the processing of the User's personal data shall be deemed to have been given by the User to any third parties, subject to the relevant amendments, and any third parties shall be entitled to process personal data on the basis of this consent.
- 5.10. The Customer, Driver/Client recognizes and confirms that in case the Contractor considers the issues of assignment (cession) of the Contractor's rights under the contracts concluded with the Customer, Driver/Client, the consent to transfer the Customer's personal data, Driver/Client and data on the contracts concluded by the Customer, Driver/Client to third parties - probable (potential) assignees for the Contractor to solve the cession agreement - shall be considered unconditionally given to the Customer, Driver/Client to the Contractor . If the Contractor assigns its rights under this contract, the Contractor shall be entitled not to give the Customer, Driver/Client any notice thereof.

- 5.11. The Customer, Driver/Client agrees to receive from the Contractor advertising messages containing advertisements of goods and services sold by the Contractor and/or its partners and/or other third parties to the e-mail address and cell phone number (including linked accounts in messengers WhatsApp, Viber, Telegram, etc.) specified by the Customer, Driver/Client.) specified by the Customer, Driver/Client during the registration process, as well as other e-mail addresses and cell phone numbers (including linked accounts in messengers WhatsApp, Viber, Telegram, etc.) notified by the Customer, Driver/Client of the Contractor accordingly to this Agreement. In case the Customer, Driver/Client applies to the Contractor with a request to stop distribution of advertising messages to him, the Contractor undertakes to immediately stop such distribution in respect of the Customer, Driver/Client who applied with the relevant request.
- 5.12. The Customer, Driver/Client agrees to write off by the Contractor or the agent (payment system) engaged by the Contractor from the bank card of the Customer, Driver/Client (bank card specified by the Customer, Driver/Client) to repay any payments provided by this Agreement in acceptance-free order, without obtaining additional consent of the Customer, Driver/Client, including, remuneration for providing the Getmancar Service, fines, penalties, damage compensation, the Contractor 's expenses arising in connection with non-fulfillment and/or improper fulfillment of the Agreement by the Customer, Driver/Client, amounts of additional and special tariffs (including subscription fee), franchise amounts, other amounts in cases stipulated by the current legislation and this Agreement shall be written off in this way.
- 5.13. The Customer, Driver/Client gives his/her consent for the Contractor to make recordings of the Customer's, Driver/Client's conversations with the Contractor's Support Service and to provide such recordings to third parties.
- 5.14. The Customer, Driver/Client agrees that the Contractor and/or its partners (payment systems) during the validity period of this Agreement shall keep the data of the bank account and/or bank card of the Customer, Driver/Client to the extent permitted by the legislation and necessary for making payments, by means of which the Customer, Driver/Client pays for Getmancar service.
- 5.15. The Customer, Driver/Client has the right to request deletion of his/her personal data and/or revoke the right to process his/her data after the termination of this Agreement and in the cases stipulated in cl. 5.7 of this Agreement, except in the following cases:
- 5.15.1. If the statutory limitation period for legal or financial claims has not expired.
 - 5.15.2. The Customer, Driver/Client has a debt to the Contractor, Rental Company for the services provided, until such debt is fully repaid.
- 5.16. After termination of the contract or fulfillment of all obligations, personal data will be stored for the period necessary to comply with legal obligations or until the expiration of the limitation period.

6. Term of the contract

- 6.1. This contract is valid until December 31, 2028.

7. Contact information

7.1. Contact information of the Contractor:

7.2. Ave. Oleksandr Polya, 63, Dnipro 49000, Ukraine. Phone +38-097-444-5-222, e-mail info@getmancar.com . Messengers: telegram, viber, whatsApp.

7.3. Contact information of the Car Rental Company:

7.3.1. Specified in the Vehicle Acceptance Certificate.

7.3.2. In case the Client/Driver or the Customer does not have the Acceptance Certificate (lost, cannot be restored, etc.), they can apply to the Contractor 's Customer Support service at info@getmancar.com with a request to provide information about the car rental, the name and details of the Car Rental Company. To form such a request, the Client/driver, the Customer, needs to provide such information:

7.3.2.1. surname and first name the Client/Driver or the 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. make and model of the car, registration number, if possible

7.3.2.6. The Contractor has the right to request additional information to ensure that the information is requested by the correct person.

August 09, 2025

Director of "Carsharing Solutions" Ltd.

O.V. Samarskaya