

VEHICLE AND ASSETS' HIRE AND SERVICE PROVISION CONDITIONS AND RULES

I. GENERAL PROVISIONS

- 1.1. These vehicle hire and service provision conditions and rules (hereinafter referred to as the "**Rules**") of Prime Leasing UAB, legal entity registration number 302565318, registered at the address Ozo g. 10A, 08200 Vilnius (hereinafter referred to as the "**Company**") shall regulate the procedure for registration of the User in the mobile application of the Company, use of motor vehicles and two-wheel vehicles, vehicle operation conditions and liability and settlement procedure.
- 1.2. Before starting using the services provided by the Company, the User shall be obliged to:
 - 1.2.1. carefully read and responsibly familiarise himself with these Rules and choose the button "**I accept**" in the field of registration by the mobile application of the Company. By choosing the button "**I accept**" the User shall certify that all information provided to him is clear, understandable and that he accepts these Rules; and
 - 1.2.2. provide such information and documents which may be reasonably requested by the Company hereunder at the moment of registration in the Company's mobile application.
- 1.3. In case where the User has any questions in relation to interpretation or application of the Rules, the User shall be entitled to contact the Company's representatives by to the following contact details: telephone 8 700 44844, e-mail info@citybee.lt.
- 1.4. The Company and the User who has fulfilled the requirements provided for in paragraph 1.2 hereof above and has acquired the right to use the services provided by the Company shall be linked by civil contractual legal relationship in relation to the Company's vehicle hire and services performed by the Company and the User in accordance with these Rules.

II. DEFINITIONS USED IN THE RULES

- 2.1. "**User**" shall mean a customer of the Company (natural person) who accepts these Rules and uses Vehicles on the basis of these Rules.
- 2.2. "**Vehicle**" shall mean a two-wheel vehicle driven by muscular force or powered by an electric motor or a motor vehicle provided by the Company to the User for remuneration and for temporary possession and use under the procedure prescribed herein.
- 2.3. "**Assets**" shall mean property managed by the Company and not intended for participation in public traffic which shall be provided to the User for a temporary period of time, not exceeding the term established in the Rules, for use according to the immediate purpose of the property. The following shall be regarded as assets, including, but not limited to: sleighs, water bikes, other property not classified as Vehicles and meeting the conditions of this paragraph.
- 2.4. "**Vehicle Use Period**" shall mean a period of time from the moment of the Vehicle unlocking/collection from the Parking Area to the moment of locking/return to the Parking Area.
- 2.5. "**Services**" shall mean the Vehicle maintenance (overhaul and current repairs, technical support) services including all materials and fuels necessary for operation of the Vehicle and compulsory insurance against civil liability in respect of the use of vehicles.
- 2.6. "**Website**" shall mean the Company's website www.citybee.lt.
- 2.7. "**Mobile Application**" shall mean application software intended for smart phones, tablets and other mobile devices by virtue of which the Vehicle reservation, unlocking, locking and/or other actions provided for in the software are carried out.
- 2.8. "**Electronic System**" shall mean the Vehicle reservation system in the Mobile Application.
- 2.9. "**Vehicle System**" shall mean an electronic system installed in the Vehicle which records the location of the Vehicle, the distance covered by the Vehicle, the time of use of the Vehicle, use of the Fuel Card and other data related to the Vehicle and use thereof and transmits the data to the Company.
- 2.10. "**Pricelist**" shall mean the Vehicle hire and service prices and other charge rates published on the Website.
- 2.11. "**Fuel Card**" shall mean a fuel card in each motor Vehicle which is owned by the Company and intended for payment for fuel in the service station specified by the Company.
- 2.12. "**Parking Area**" shall mean a parking lot of the Vehicle from which the User collects the Vehicle and/or to which the Vehicle is returned. The Parking Area from which the Vehicle is collected and the Parking Area to which the Vehicle is returned may not coincide. Motor Vehicles of some models indicated Website and Mobile Application must be returned

to the same Parking Area from which the motor Vehicles were collected by the User. The list of the Parking Areas shall be made available in the Electronic System.

- 2.13. For the purposes of these Rules, the terms in singular and plural form shall have the same meaning, as the context requires.

III. REGISTRATION OF THE USER IN THE MOBILE APPLICATION

- 3.1. The User shall be entitled to use the Services provided by the Company only after registration in the Mobile Application and provision of all information and documents requested by the Company under the procedure prescribed herein.
- 3.2. The User shall be entitled to register himself in the Mobile Application by electronic means of communication after familiarising himself with the Rules and privacy policy (regulating the order of the processing of personal data) both made available in the Mobile Application and entering his personal data and completion of the fields with other requested information.
- 3.3. At the moment of registration in the Mobile Application the User shall indicate his e-mail address which shall be deemed to be the User identification number and create a password which shall be used for later logins to the Electronic System.
- 3.4. The User willing to use motor Vehicles must have a valid driving licence and approve its validity in accordance with the procedure established in the Mobile Application, i.e. at the moment of registration upload photos of his face image and front side of his driving licence upon receipt of which the Company shall perform the check of the face similarity (verification) of the User and verify the validity of the document evidencing the right to drive motor Vehicles.
- 3.5. If the User fails to enter his personal data, incorrectly indicates or makes a mistake in entering his personal data, registration of the User shall be deemed to be invalid. The User shall be obliged to indemnify the Company against all losses incurred as a result of provision of false or inaccurate information of the User.
- 3.6. After the User familiarises himself with the Rules, provides the requested information and documents and the Company performs necessary User identification and information verification operations, the Company shall undertake to grant the User the right to temporary operate and use the Vehicles and/or Assets in provision of the Services, whereas the User shall undertake to use the Vehicles and/or Assets under the procedure established herein and pay a fee for the received Services.
- 3.7. Upon successful creation of his personal account, i.e. registration in the Mobile Application, the User shall be provided with the details of login to the Electronic System with which the User may perform operations related to reservation of the Vehicles and/or Assets. The data of login to the Electronic System shall be provided only to the particular natural person; thus, the afore-mentioned data must be protected and not disclosed by the User to anyone.
- 3.8. The User shall undertake to protect the provided details of login to the Electronic System and passwords and immediately notify the Company by the general information telephone if the data is lost or becomes available to third parties.
- 3.9. Having received a notification of lost data of the User's login to the Electronic System or data of the User's login to the Electronic System which has become available to third parties, the Company shall undertake to immediately, but not later than within 8 working hours block the login to the User's personal account.
- 3.10. Both the Company and the User shall undertake to notify each other of any changes in their personal data (name, surname/name, address, registration number etc.) not later than within 5 calendar days.
- 3.11. The losses incurred after giving the User's notification referred to in paragraph 3.9 hereof to the Company shall be borne by the Company, except for the cases if the losses are incurred as a result of unfair actions of the User. If the losses are incurred as a result of loss of the User's login data or use of the User's login data by third parties before giving the notification referred to in paragraph 3.9. hereof to the Company, the losses shall be deemed to have arisen as a result of gross negligence of the User unless the User proves otherwise and such losses must be compensated by the User.
- 3.12. The User shall undertake to ensure that when using the computer hardware, software or other equipment used for registration of the User and/or login to the Electronic System all rational security measures including anti-virus applications must be assumed and shall be responsible for all consequences arising due to inadequate protection of the User's computer or other systems. In case of a breach of the security of the software and data necessary for use of the Electronic System, the Company shall issue a new password according to the User's request.

IV. VEHICLE/ ASSET OPERATION CONDITIONS AND LIABILITY

- 4.1. The Company shall undertake to ensure that the Vehicle, Asset was in good order and prepared for operation.
- 4.2. The Vehicle's, Asset's defects which do not have an impact on traffic safety or shall not have an impact in the short run as well as defects which are not the consequence of improper maintenance of the Vehicle, Asset carried out by the Company shall not be recognised as defects.
- 4.3. The User shall undertake to use the Vehicle, Asset as a careful and diligent owner, use them only for their original intended purpose.
- 4.4. The User shall undertake to comply with the Vehicle operation requirements established by the manufacturer of the

Vehicle and specified in the Vehicle use manuals/instructions drawn up by the manufacturer and kept in the Vehicle, the Company's instructions and recommendations set out in Sections IV-VII hereof, the road traffic regulations set forth in the legal acts and the requirements of the applicable legal acts. The User shall also undertake to comply with the Vehicle operation requirements which are not mentioned herein above but are considered as ordinary requirements for use of such property.

- 4.5. The User shall undertake to immediately notify the Company and the respective public authority (e.g. police, fire service) if the Vehicle is destroyed, damaged, breaks down or otherwise becomes improper for use as well as circumstances preventing from operation and use of the Vehicle or ensuring normal Vehicle operation conditions arise.
- 4.6. The User shall not be entitled to sublease the Vehicle, Asset, assign his rights and duties hereunder or transfer the Vehicle to another person or allow another person to use the Vehicle without a written consent of the Company.
- 4.7. The User shall be held fully responsible for the Vehicle, Asset for the entire Vehicle, Asset Use Period. During the Vehicle, Asset Use Period, the responsibility of the operator of the Vehicle, Asset as a source of higher risk shall fall within the User.
- 4.8. The User shall not be held liable for any failures of the Vehicle, Asset which arise in the course of operation of the Vehicle, Asset and are the consequence of earlier operation and normal wear and tear of the Vehicle, Asset if the User immediately notifies the Company by telephone and complies with the instructions given by the Company.
- 4.9. The User undertakes to pay to the Company a fine as set out in the Pricelist during the process of Vehicle or Asset reservation by the User, due to the fault of the User (intentionally or negligently) the Vehicle or its accessories (e.g. engine starting keys) or the Asset are damaged, destroyed or lost or the Company incurs other damages, except for the cases below, where the User undertakes to compensate all damages to the Company, i.e. when the Company has suffered damage:
 - 4.9.1. as a result of a failure to comply with the Vehicle, Asset operation conditions by the User;
 - 4.9.2. as a result of use of the Vehicle, Asset for carrying out of the actions for the performance of which it is not adapted;
 - 4.9.3. as a result of operation of the Vehicle by an unlawful operator;
 - 4.9.4. where the User is not entitled to drive a Vehicle of such category or is not entitled to drive Vehicles;
 - 4.9.5. as a result of operation of the Vehicle, Asset where the User is under the influence of alcohol, drugs and/or other psychoactive substances and where the latter has used alcohol or other psychoactive substances after the traffic accident before establishment of the circumstances of the traffic accident or avoided breath test for alcohol or intoxication (for the purposes of these Rules, being under the influence of alcohol or intoxication shall be construed in accordance with the procedure prescribed in the legal acts of the Republic of Lithuania;
 - 4.9.6. as a result of a failure to comply with the requests of the road police or other competent authorities by the Driver using the Vehicle;
 - 4.9.7. where the User uses the Vehicle, Asset for carrying out of criminal actions;
 - 4.9.8. as a result of loading of the goods to the Vehicle or unloading from the Vehicle;
 - 4.9.9. as a result of staining, scratching, tearing of the interior (equipment) of the Vehicle caused by the User, passengers or pets;
 - 4.9.10. as a result of destruction or other damage to the Asset, its components;
 - 4.9.11. through intent or gross negligence of the User;
 - 4.9.12. where the User fails to report the traffic accident to the police, fire service and/or other competent authorities in accordance with the procedure established herein and/or in the insurance rules of the insurance company which has insured the Vehicle.
- 4.10. In the cases set out in the insurance rules of the insurance company which has insured the Vehicle, when the insurance company compensates the damage, it acquires the right of recourse in collection of the total paid out insurance benefit from the User if the damage against which the Vehicle is insured was caused through its fault or due to its actions.
- 4.11. If in the course of use of the Vehicle it becomes dirtier than when normally operated (both inside and outside), the User shall be obliged to compensate the fees indicated in the Pricelist and if such fees are not indicated, the Vehicle washing and cleaning costs.
- 4.12. In case where the Vehicle, Asset is confiscated is confiscated, arrested or lost or any other rights to it are restricted in the course of use of the Vehicle, Asset through the fault of the User or due to the circumstances arising in the course of such use, the User shall be obliged to perform all obligations in relation to the Vehicle, Asset provided for herein before return of the Vehicle, Asset to the Company. The User shall also be obliged to indemnify the Company against all losses incurred in relation to the circumstances set out in this paragraph.
- 4.13. The User shall undertake to comply with the requirements of the insurance rules established by the insurance company which has insured the Vehicle, the insurance company which has insured the Assets if the Assets are insured. The insurance rules shall be published on the Website.
- 4.14. The User shall assume full liability for violations of the legal acts and damage caused to third parties during the Vehicle, Asset Use Period. If the User operates the Vehicle, Asset in an improper manner or otherwise breaches these Rules and, consequently, the Company incurs losses (e.g. payment of taxes or files payable to public authorities or third parties etc.), the User shall undertake to compensate such losses. Given the legitimate grounds, the User's personal

information available to the Company may be transmitted to public authorities and/or bailiffs for the purposes of payment and collection of taxes or fines.

- 4.15. At the request of the Company, the User shall undertake to pay to the Company a fine in the amount set in the Pricelist for non-performance, breach or improper performance of any of the obligations provided for herein provided that no other liability for the respective breach is established herein.
- 4.16. If the Company fails to ensure proper provision of the Services to the User hereunder (i.e. the Vehicle is not found in the specified Parking Area or the Vehicle is not in good order or cannot be operated), after the User notifies the Company by telephone, the Company shall undertake, at the User's discretion, (1) to indemnify the User against the taxi costs agreed over the telephone not exceeding the amount indicated in the Pricelist (the costs shall be compensated according to the invoice issued by the User allowing a discount for use of the Vehicle in the future for the amount indicated in the Electronic System) or (2) deliver another Vehicle to the User not later than within 1 (one) hour.
- 4.17. The Company shall not be held liable for the User's losses incurred by him as a result of inability to use the Vehicle, Asset in the event of an accident or for other reasons beyond control of the Company.
- 4.18. If the User cannot properly use the Company's services, the User shall be obliged to notify the Company by e-mail, telephone or in writing. Attempts shall be made to settle a dispute by mutual peaceful agreement of the parties or under the procedure established in the legal acts on the basis of all information provided by the User and available to the Company. Any claims for the services shall be brought not later than within 3 (three) months from the date of provision of the services. The Company shall seek to respond to the User's application as soon as possible but, in any case, not later than within 14 (fourteen) calendar days from the date of receipt of the application. In case the Company hasn't satisfied the claim lodged by User or has satisfied it partly, the User is entitled to approach the local consumer rights protection authorities seeking the defence for the User's violated legitimate interests (for more information please follow the link: www.vvtat.lt).
- 4.19. All disputes and disagreements between the Parties which are not settled in the afore-mentioned way shall be settled in a court of the Republic of Lithuania according to the location of the registered office of the Company.
- 4.20. The Company shall be held liable for performance of the obligations provided for herein and must indemnify the User against direct losses caused by improper performance of its obligations not exceeding the price of the Services described herein which are not provided or are improperly provided. The amount compensated to the User by the Company as agreed upon by the Parties or established by the responsible authorities shall be included in another future invoice and/or included in future payments. The Company shall not be liable for any indirect losses and the losses compensated hereunder cannot be higher than the amount which would be paid out as a compensation of the losses by the insurance company which has insured his third party liability.
- 4.21. Vehicles, Assets may be used only in the territory of the Republic of Lithuania. Leaving the territory of the Republic of Lithuania may be mutually agreed by both parties.

V. GENERAL RULES CONCERNING USE OF VEHICLES, ASSETS

- 5.1. The User driving the Vehicle or otherwise using the Vehicle, Asset must be sober and not under the influence of psychoactive substances. Furthermore, the User shall be prohibited from driving the Vehicle if he is sick or tired where his driving may pose a risk to the traffic safety, transfer the motor Vehicle, Asset to other persons for driving or using otherwise. When driving a motor Vehicle, the User shall be obliged to follow information on the categories of the vehicles he is authorised to drive as specified in the driving licence.
- 5.2. Using the Vehicle, Asset under the influence of alcohol, drugs and/or psychotropic substances, other psychoactive substances shall be prohibited. When using the Vehicle, Asset, the User must be completely sober (0.00 per mil) and not under the influence of psychoactive substances. In the event where the User breaches the requirement set out in this paragraph or transfers the Vehicle or grants an access to driving or otherwise using the vehicle to another person who does not meet the requirement set forth in this paragraph, the User must pay to the Company a fine in the amount of EUR 2,000 (two thousand Euro) if the breach is committed when driving a motor Vehicle or a fine in the amount of EUR 500 (five hundred Euro) if the breach is committed when driving or otherwise using a two-wheeled vehicle driven by muscular force or powered by an electric motor. The User shall pay to the Company the fine specified in this paragraph within 3 (three) days from the date of violation of this paragraph. The Company shall be entitled to immediately and for an indefinite period suspend the provision of the Services to the User, block the start of the Vehicle, block the unlocking of the Asset and take back the Vehicle, Asset without further notice.
- 5.3. The User shall undertake to use the Services in accordance with the provisions of these Rules and acting as a reasonably careful, responsible and informed person. When driving the Vehicle, the User shall be obliged to observe the road traffic safety rules established in the legal acts of the Republic of Lithuania.
- 5.4. The User must ensure that each time before starting using the Vehicle, Asset, they were examined and it was made sure that the Vehicle, Asset has no clearly seen defects or faults, it is not damaged or destroyed. If any defects or faults are detected, the User shall be obliged to notify the Company by telephone or in writing. Otherwise, all damages shall be deemed to have arisen during the period of use of the Vehicle, Asset by the User and the User shall be held responsible for them.
- 5.5. At the end of his ride, use of Asset, the User shall be obliged to return the Vehicle, Asset to the Parking Area.

- 5.6. The User shall be held fully responsible for the Vehicle, the risk and liability of the operator of the source of a higher risk shall pass to him from the start of the use of the Vehicle, Asset.
- 5.7. The User shall be familiarised and agree that it may take up to 1 minute to unlock or lock the Vehicle, Asset (each action separately) due to the communication operators and the time shall be included in the price of the Services as use of the Service.
- 5.8. The User shall be obliged to return the Vehicle, Asset in the condition which is not worse than the condition in which the Vehicle was received taking into account normal wear and tear. For the purposes of taking a decision on normal wear and tear of the motor Vehicle, the Parties shall follow the guide prepared on 1 March 2010 by the Lithuanian Autoentrepreneurs Association and published on the website of the association at http://www.laa.lt/uploads/Atmintine_2010_03_01.pdf, (the guide shall be deemed to be an integral part hereof) and the requirements established in the public maintenance rules. The normal wear and tear shall not include the following:
 - 5.8.1. broken, deformed or otherwise mechanically or thermally damaged parts;
 - 5.8.2. inoperable devices and mechanisms;
 - 5.8.3. body dents, paint layer cracks and clear scratches (where the paint layer is damaged to the primer layer);
 - 5.8.4. depreciation of the paint payer as a result of intense washing and/or cleaning of the vehicle;
 - 5.8.5. low quality repair and/or defects as a result of repair;
 - 5.8.6. cracks of windows of the body;
 - 5.8.7. scratches of windows of the body arising as a result of improper use and/or cleaning of the Vehicle;
 - 5.8.8. damages of the interior such as burnt or stained seats, broken plastic parts of the front panel or boot lid, window opening handles etc.
 - 5.8.9. damaged geometry of the body.
- 5.9. If the Vehicle, Asset breaks down, alert signals switch on the dashboard of the Vehicle, suspicious extraneous noises can be heard or the Vehicle, Asset cannot be further safely operated, the User shall be obliged to immediately stop using the Vehicle, Asset and notify the Company by telephone and comply with further instructions of the Company.
- 5.10. In the event of any damages to the Vehicle during a traffic accident or due to other circumstances, the User shall undertake to immediately notify the Company and the respective services (police, fire service etc.), complete a traffic accident declaration and carry out other necessary actions with a view to preventing or reducing possible damages to the Vehicle and/or persons and property. Upon damage to the Asset, the User must immediately notify the Company and carry out other necessary actions with a view to preventing or reducing possible damages to the Asset.
- 5.11. The User shall be obliged to ensure that the Vehicle was not further used in case where it breaks down and further use of the Vehicle may increase damages or endanger the traffic safety or use of the Vehicle may result in greater damages to the Vehicle.
- 5.12. On reaching the Vehicle, Asset Parking Area, the User must select the appropriate command and execute the commands on the screen of the Mobile Application to unlock the Vehicle, Asset, and upon the completion of the reservation – to lock it.
- 5.13. If the User delays to return the Vehicle, Asset within the set maximum time limit for use, the User shall be subject to the Service fee indicated in the Pricelist for every minute of delay to return the Vehicle, Asset.
- 5.14. After using the Vehicle, Asset the User must return the Vehicle, Asset to the Parking Area. In case of loss of the Vehicle, Asset, the User undertakes to pay to the Company the fine indicated in the Pricelist and to compensate the Company for all losses not covered by the fine. The User, after paying the fine to the Company, shall not acquire ownership of the Vehicle, Asset. The Company will use its best endeavours to recover the Vehicle, Asset. In the event that the stated maximum use time of the Vehicle, Asset is foreseen, the Company must be informed no later than two hours before the maximum term expires. The maximum use time of the Vehicle, Asset may be extended by mutual agreement between the parties.
- 5.15. Upon return of the Vehicle, Asset to the Parking Area, the Vehicle, Asset must be locked according to the instructions in the Mobile Application. In order for the Vehicle, Asset lock to be locked, the User must select the appropriate command on the Mobile Application screen and follow the specified steps before and after locking. After completing all steps and making sure that the lock is locked, the User can leave the Vehicle, Asset.
- 5.16. The Company shall be entitled to install alcolocks, i.e. breathalysers preventing the Vehicle from being started. If the User has used alcohol, after blowing into a breathalyser ignition of the Vehicle may be locked and the Service shall not be provided. If the User has not used alcohol, the Vehicle shall be started and the Service shall be provided to the User in the normal manner.

VI. RULES CONCERNING USE OF TWO-WHEEL VEHICLES DRIVEN BY MUSCULAR FORCE AND TWO-WHEELED VEHICLES POWERED BY AN ELECTRIC MOTOR

- 6.1. The User shall be obliged to examine the two-wheel vehicle to make sure that it does not have clearly visible damages, it has a lock, the two-wheel vehicle is with wheels. In case of detection of any defects, faults or other nonconformities of the Vehicle set out in this paragraph (or other faults), the User shall be obliged to immediately notify the Company by telephone before starting using the two-wheel vehicle. In case where the notification is not given before the actual start

of use of the Vehicle, any defects, nonconformities or faults of the Vehicle which become evident shall fall within the responsibility of the User.

- 6.2. If in the course of use of a Vehicle the User does not use the Vehicle for a short period of time, but the ride is not finished, the User shall be obliged to take all actions including but not limited to locking of the Vehicle (bicycle), taking the Vehicle (scooter) with himself so that it could not be misappropriated or used by unauthorised persons. During the period of use of the Vehicle, the User shall be fully liable for its security and must indemnify the Company against the losses incurred by it as a result of damage to, destruction or loss of the Vehicle.
- 6.3. Following Articles 2.7. and 2.8. of the Civil Code of the Republic of Lithuania and taking into account the type of the concluded transaction (minor transaction related to use of own earned funds, funds provided by the statutory representative or other persons which is not subject to the established notarised or other special form), the services of hire of a two-wheel vehicle driven by muscular force (bicycle) may also be sued by persons under 18 years of age who have connected their personal payment card with their personal Electronic Account under the procedure established in paragraph 9 hereof.
- 6.4. The services of hire of two-wheeled vehicles powered by an electric motor (hereinafter referred to as the "Two-Wheeled Motor Vehicles") may be used only by adult persons (over 18 years).
- 6.5. All damaged directly or indirectly caused by a person under 14 years using the Services shall fall within the liability of the parents or legal guardians of the minor. Meanwhile, the minors from 14 years to 18 years shall be liable for their contractual obligations arising out of these Rules themselves.
- 6.6. Where a two-wheel vehicle is a bicycle, it may withstand up to 120 kg and the weight of the bag should be up to 5 kg.
- 6.7. Where a two-wheeled vehicle is a scooter, it may withstand up to 100 kg.
- 6.8. All belongings carried by the User, i.e. kept by the User himself, put on the two-wheel vehicle or a motor two-wheeled or put into the bag, should be carried by the User assuming full risk and liability for the security of the carried belongings.
- 6.9. The User himself shall be held liable for any damage to, destruction or dirtying of the property or clothes of the User in the course of use of the Service.
- 6.10. The Company shall not be held liable for any damage which may be sustained by the User as a result of delay related to use of the Service, the damage which may be caused by the User to third parties while using the Service and harm to the User's health caused while using the Service.
- 6.11. The User shall certify that he knows how to use the two-wheeled vehicle or the motor two-wheeled vehicle, had necessary knowledge, skills of use of the vehicle and that he meets the standard of physical fitness necessary for driving the vehicle.
- 6.12. The Company shall not be liable for any damage to the User's health, life caused to the User by use of the Vehicles by the User. The User shall use the Vehicles at his own risk, understanding the risk caused thereby.
- 6.13. The User shall indemnify third parties against all damage caused by use of the Vehicles by the User.
- 6.14. When using, driving the Vehicles the Users must observe the Road Traffic Regulations approved by the Government of the Republic of Lithuania, not to violate them, not to cause any threat and not to cause any damage to own health, life and property and the health, life, property of third parties.
- 6.15. The two-wheeled motor vehicles shall be subject to the rules, terms and conditions of use and driving established herein which shall be the same as the ones established for the bicycles in the Road Traffic Regulations approved by the Government of the Republic of Lithuania.
- 6.16. In all cases, when using two-wheeled vehicles and two-wheeled motor vehicles the User must act as a prudent and diligent master of the property.
- 6.17. The Users shall also be recommended:
 - 6.17.1. to drive at a safe speed;
 - 6.17.2. to start braking and driving the vehicle at a safe speed taking into account the experience, skills and weather conditions;
 - 6.17.3. to properly adjust the height of the seat;
 - 6.17.4. to wear head protection and appropriate clothes;
 - 6.17.5. before starting driving, to check if the vehicle (in particular, its seat (if any)) is clean.

VII. RULES CONCERNING USE OF ASSETS

- 7.1. The User undertakes to use and manage the Asset in accordance with the provisions of these Rules and to act as a prudent, responsible and informed person. Asset management shall also be subject to the provisions of these Rules governing the procedure and conditions of use of the Vehicle, unless such conditions are intended solely to establish the terms and conditions of use and management of the Vehicle.
- 7.2. Following Articles 2.7. and 2.8. of the Civil Code of the Republic of Lithuania and taking into account the type of the concluded transaction (minor transaction related to use of own earned funds, funds provided by the statutory representative or other persons which is not subject to the established notarised or other special form), the services of hire of a two-wheel vehicle driven by muscular force (bicycle) may also be sued by persons under 18 years of age who

have connected their personal payment card with their personal Electronic Account under the procedure established in paragraph 9 hereof.

- 7.3. The User, while using the Asset, may not exceed the maximum Asset load weight stated on the Asset, Mobile Application or Website.
- 7.4. The User may use the Asset only if he has the necessary knowledge and skills to use the Asset. The User, when commencing the reservation of the Asset, declares that he has the necessary skills to use the Asset. The Company shall not be liable in any way or form for any injury, damage to health, destruction or loss of property of the User, third parties, if the User has used the Asset without the necessary knowledge, skills or has transferred or allowed to otherwise use the Asset to third parties.
- 7.5. In each case, the User must assess the weather, environmental conditions before using the Asset, and use the Asset only after making sure that the use of the Asset is safe and does not endanger the User, those around him, their property and the Company, including its reputation.
- 7.6. Normal wear and tear of the Asset does not include broken, deformed or otherwise mechanically or thermally damaged parts of the Asset.
- 7.7. The maximum time for using the Asset is 24 (twenty-four) hours.
- 7.8. In the event that the User stop using the Asset for a short period but has not completed the reservation of the Asset, the User must take all steps to ensure that the Asset cannot be appropriated by third parties. During the use of the Asset, the User is fully responsible for its security and must indemnify the Company for any loss it has suffered as a result of the Asset being damaged, destroyed or lost.
- 7.9. The User carries all the items using the Asset at the User's own risk and liability. The User is solely responsible for the use of the Asset, the security of the items carried by the Asset.
- 7.10. The User is responsible for any damage, destruction or soiling of the User's property or clothing while using the Asset.
- 7.11. The User shall be responsible for the safety, health, loss of life, destruction, loss of property of persons sharing the Asset and shall compensate the loss suffered by the affected persons.
- 7.12. The Company shall not be liable for any damage that the User may suffer as a result of the reservation of the Asset, use of the Asset, or any damage that the User may cause to third parties while using the Asset.
- 7.13. The Company shall not be liable for any damage to the health of the User and persons using the Asset together with the User resulting from the User's use of the Assets. The User shall use the Asset at his own risk in understanding the risks posed by the Asset and the environment.
- 7.14. The User shall indemnify all damage to third parties caused by the User in the use of the Asset.
- 7.15. In all cases, the User, when using the Asset, must act as a prudent and careful owner of the Asset, prior to using the Asset, to assess his knowledge, skills and abilities.

VIII. RULES CONCERNING USE OF MOTOR VEHICLES

8.1. MOTOR VEHICLE RESERVATION PROCEDURE

- 8.1.1. Before starting a trip, a motor Vehicle must be reserved. Reservation of a motor Vehicle shall be carried out by means of the Mobile Application. A motor Vehicle may be reserved before the indicated time till the start of the expected start of use of the motor Vehicle. The time of reservation shall be indicated at each motor Vehicle at the moment of reservation of the Vehicle. To carry out the reservation, the following actions must be carried out:
 - 8.1.1.1. login to the Electronic System;
 - 8.1.1.2. choosing of the desired motor Vehicle;
 - 8.1.1.3. confirmation of the reservation of the motor Vehicle.
- 8.1.2. Confirmation of the reservation shall be generated in the screen of the User's Mobile Application.
- 8.1.3. The User may start using the motor Vehicle within the indicated time limit which shall be indicated at each motor Vehicle when reserving it from the moment of confirmation of the reservation; otherwise, reservation of the motor Vehicle shall be automatically cancelled in the Electronic System. If extended reservation is chosen at the moment of reservation of the motor Vehicle and the time of the initial reservation ends before the start of use of the motor Vehicle, the reservation of the motor Vehicle shall be extended for the paid time of reservation chosen by the Mobile Application. If the User fails to start using the motor Vehicle within the chosen paid reservation time after expiry of the initial reservation time of the indicated duration, the extended reservation shall be automatically cancelled in the Electronic System. The User shall pay for the chosen extended reservation time at the rates of the Services related to the motor Vehicle indicated in the Pricelist.
- 8.1.4. The motor Vehicle user period or which the User shall undertake to pay the Service Fee shall start to run in from unlocking the Vehicle reserved by the User in the system of the Vehicle and shall be recorded in minutes till the moment of delivery of the Vehicle to the Parking Area to which the Vehicle must be returned and locking thereof (except for the cases of choosing extended reservation).

8.2. MOTOR VEHICLE USE PROCEDURE

- 8.2.1. Having arrived to the place of the reserved motor Vehicle, the User shall choose the command “unlock the Vehicle” in the screen of the Mobile Application.
- 8.2.2. The User shall be obliged to examine the motor Vehicle (both the interior and the exterior of the Vehicle) to satisfy himself that the motor Vehicle does not clearly visible damages and shall undertake to check if all fittings and accessories of the motor Vehicle (the ignition key, the fuel card and the vehicle documents) are in place and immediately notify the Company of any detected nonconformities by telephone 8 700 44844 or e-mail address info@citybee.lt. If an orange label stating that the damage has already been reported is attached to the clearly visible damage, the Company must not be additionally notified.
- 8.2.3. In order to drive the motor Vehicle, the motor Vehicle should be started using the ignition key inside the Vehicle. If the motor Vehicle does not need an ignition key, the motor Vehicle shall be started by pressing the button, keeping breaking pedal pressed.
- 8.2.4. In case of a temporary stop, the motor Vehicle shall be locked and again unlocked using the key of the motor Vehicle.
- 8.2.5. Having used the motor Vehicle, the User must return the motor Vehicle to the desirable Parking Area (except for the motor Vehicles of some models indicated in the Website and Mobile Application which must be returned to the same Parking Area from which the motor Vehicles were collected by the User).
- 8.2.6. The maximum period of use of the motor Vehicle shall be 30 days. If the User fails to return the motor Vehicle longer than 30 days from the start of use of the Vehicle, the Company shall be entitled to address police for the theft of the motor Vehicle and to lock the starting of the motor Vehicle. In case where it is expected that the maximum Vehicle Use Period is exceeded, the Company must be notified not later than two hours to the expiry of the maximum term. The maximum term of use of the motor Vehicle may be extended by a separate mutual agreement between the parties.
- 8.2.7. The Company, by giving a 7 (seven) calendar days’ notice to the User in writing, including by e-mail or SMS, shall be entitled to replace the hired Vehicle with another Vehicle of the corresponding category and parameters at any time during the term of hire of the Vehicle in order for the Company to perform periodic Vehicle maintenance and repair works, remove Vehicle failures and carry out other actions. The User, upon receipt of the Company’s notice specified in this paragraph, must provide conditions for and allow the Company to replace the Vehicle, including, but not limited to, returning the keys of the Vehicle to the Company and other items taken from the Vehicle, and picking all personal items left behind in the hired Vehicle on the day and time specified by the Company, and at the place agreed by the Parties, and in accordance with the procedure established in these Rules, accept another Vehicle transferred by the Company. Upon failure to fulfil the obligation specified in this paragraph, the User must compensate all losses incurred by the Company.
- 8.2.8. When the motor Vehicle is returned to the Parking Area, the User shall be obliged to put the key of the motor Vehicle to the same place from which it was taken, check if no personal belongings are left in the motor Vehicle and check if the documents, fittings and accessories of the motor Vehicle are left.
- 8.2.9. The motor Vehicle shall be returned and parked in the place in which it could be publicly accessed at any time. The Vehicles cannot be parked in:
 - 8.2.9.1. sites with the barriers (except for special parking areas in the airports marked in the Mobile Application);
 - 8.2.9.2. underground parking lots;
 - 8.2.9.3. private yards.
- 8.2.10. Having left the motor Vehicle, the User shall choose the command “lock the Vehicle” in the screen of the Mobile Application. When leaving the motor Vehicle, the User shall undertake to ensure that it was locked, all windows and skylights were closed and all accessories of the motor Vehicle were left in the Vehicle.

8.3. FUEL

- 8.3.1. A fuel card is available in each motor Vehicle. The cards shall be the property of the Company. In case of use of the Fuel Card for the motor Vehicle, the price of the fuel shall be included in the Service fee paid by the User to the Company hereunder.
- 8.3.2. Use of the Fuel Card for other vehicles of filling of fuel to any container using the Fuel Card shall be prohibited. If the User breaches the afore-mentioned prohibition, the Company shall, in all cases, report misappropriation of fuel to the police and the User shall be obliged to indemnify the Company against the losses incurred as a result of such unlawful use of the fuel and additionally pay the fees indicated in the Pricelist to the Company.
- 8.3.3. The User shall be obliged to safekeep the Fuel Card and leave it in the motor Vehicle after stopping using it and, in case of loss of the Fuel Card, immediately notify the Company and compensate the losses incurred as a result of this.
- 8.3.4. Only the Fuel Card available in the motor Vehicle may be used for refilling of fuel to the motor Vehicle.
- 8.3.5. If the fuel reserve in the motor Vehicle decrease up to 1/4 of the fuel tank, the User shall undertake to refill the fuel tank of the motor Vehicle in the nearest service station of the company which has issued the Fuel Card. The PIN code of the Fuel Card shall be indicated on the card.

8.4. OTHER TERMS AND CONDITIONS OF USE OF A MOTOR VEHICLE

- 8.4.1. The User shall be obliged to ensure that the motor Vehicles were used for their intended purpose, taking into account the procedure established herein, the manufacturer's recommendations and operating instructions and in accordance with the requirements of the Road Traffic Regulations and other legal acts.
- 8.4.2. The User shall not be entitled to use the motor Vehicle for racing or other sport or racing related purposes, use it as a training vehicle and use the Vehicle at constant increased load (carriage of heavy goods etc., except for freight Vehicles), use the motor Vehicle for the purposes for which it is not adapted, use the vehicle for carrying out the activities prohibited by the legal acts of the Republic of Lithuania.
- 8.4.3. The User shall be obliged to ensure that no one smoked in the motor Vehicles and if any animals are carried by the motor Vehicle, they must be carried only in specifically adapted transportation boxes. If anyone smokes in the motor Vehicle or if animals are transported by the motor Vehicle not in the specifically designated boxes or by breaching the established procedure, the User shall be obliged to pay the fees indicated in the Pricelist.
- 8.4.4. The User shall be obliged to ensure that even in case of parking the motor Vehicle for a short time, the lights and the player were turned off, the windows, the skylight were closed, everything was locked.
- 8.4.5. Any actions or attempts to read, copy, change or delete the data of the motor Vehicle system shall be strictly prohibited.
- 8.4.6. At the end of the trip, the User shall undertake to park the motor Vehicle in the Parking Area. The User shall undertake to ensure that the motor Vehicle was not parked in the Vehicle parking spaces reserved for third parties and the Vehicle shall not be left in the place in which parking of the motor Vehicle is prohibited by road signs or road marking. The responsibility for violations of the Road Traffic Regulations and/or other legal acts parking of the motor Vehicle not in the right place shall fall within the User.
- 8.4.7. If during the motor Vehicle Use Period the User parks the motor Vehicle in paid car parks, he shall pay for parking of the Vehicle by himself.

IX. SETTLEMENT TERMS AND CONDITIONS

- 9.1. The User shall pay to the Company the Service fee according to the Pricelist valid at the moment of use of the Vehicle, Asset.
- 9.2. The Vehicle, Asset Use Period shall start to run in the Vehicle, Asset system from the moment of unlocking of the Vehicle, Asset and/or collection thereof from the Parking Area to the moment of actual return of the Vehicle, Asset to the Parking Area and locking thereof. The Service fee shall be calculated according to the Pricelist valid at the time of use of the Service.
- 9.3. The Service fee for each kilometre covered by the motor Vehicle shall be calculated by multiplying the number of kilometres covered by the Vehicle by the price of one kilometre indicated in the Pricelist. The distance covered by a motor Vehicle shall be rounded up to the nearest kilometre.
- 9.4. The Service fee for the use of the Asset is calculated by multiplying the hire price of the Asset by the times at which the Asset was managed.
- 9.5. The Company shall, at its exclusive discretion, be entitled to provide a credit limit for the services, i.e. the maximum authorised outstanding amount for the services which may be accumulated by the User, to the User. The Company shall have the exclusive right to change the afore-mentioned credit limit, cancel, decrease or increase it at any time.
- 9.6. The User shall be obliged to connect his payment card with his personal electronic account. The User shall be entitled to voluntarily connect more than one payment card and choose the card to be used for settlement for the services before starting every trip. The payment card connected to the electronic account must enable automatic debiting from the customer's account connected with the card. The amount for the provided services shall be automatically debited from the afore-mentioned card. In case of failure to debit the money and/or insufficient funds on the card referred to above, the Service fee will be attempted to be debited automatically every 24 (twenty-four) hours until the outstanding amount for the charges applied and/or services rendered is settled.
- 9.7. When linking a payment card (first or each additional) to a personal Electronic account, the Company is entitled to perform a payment card authorization – i.e., to reserve an amount equal to EUR 1 (one) which is to be returned to the User's bank account after successful authorization (reservation) was confirmed. The term for actual repayment of the amount reserved to the payment card depends on the terms and conditions of the provision of the services applied by the financial (payment) institution issuing the particular payment card.
- 9.8. The User is allowed to pay for the Services by using the CityBee gift card (CityBee credits) according to the terms and conditions set forth in the separate Rules of CityBee gift card (CityBee credits).
- 9.9. The User shall be entitled to indicate the details for receipt of VAT invoices in his electronic account, near the linked payment card (or one of the linked cards).
- 9.10. In case of a failure to debit the funds and/or insufficient amount of funds in the card, a new trip (or reservation) by the Vehicle, usage of the Asset shall not be possible till the amount is not paid and full settlement for all accrued payments is not made according to the Rules and the Pricelist.
- 9.11. If the User fails to settle accounts for the provided services till the last day of the current month, the Company shall issue a VAT invoice for the services provided during the last month on the basis of the data available in the Electronic System and the Vehicle, Asset system and send it to the User by e-mail till the 5th (fifth) working day of the current

month. The User shall also be entitled to review the issued invoices in his electronic account in the Mobile Application or on the Website. According to these Rules, the User shall be obliged to settle accounts for the previous month till the 10th (tenth) day of the current month, in case he has not yet settled. Having received the invoices, the User shall be obliged to check if the data indicated in the invoices is correct and notify of any noticed nonconformities within 5 (five) working days. The User shall be obliged to bring any claims related to information indicated in the invoices within 5 (five) working days from the date of receipt of the invoice. If the User fails to bring claims within the afore-mentioned time limit, the User shall be deemed to have accepted the issued invoice.

- 9.12. If the User wishes to reissue/correct the invoice issued to him not through the fault of the Company (e.g. where the User indicates incorrect details or the invoice issued to the natural person is reissued in the name of the legal person), an additional fee for reissue/correction of the invoice indicated in the Pricelist shall be charged.
- 9.13. If the User does not receive an invoice by e-mail till the expiry of the indicate due date, the User shall undertake to apply to the Company for receipt of the invoice. The User shall always download and check all issued invoices by logging in to his personal electronic account.
- 9.14. In case where the User fails to settle accounts with the Company in a timely manner, the Company shall be entitled to authorise a debt collection company to carry out the collection actions or assign its right of claim to the debt collection company for collection of the User's debt.
- 9.15. The User shall undertake to pay any penalties (fines and default interest) and losses, compensations and other payable amounts to the Company not later than within 10 calendar days from the request unless the Rules provide for different time limits.
- 9.16. The User shall undertake to pay to the Company the default interest at the rate of 0.05 per cent upon the delinquent amount for each day of delay to settle accounts.
- 9.17. All and any fines indicated in the Rules or the Pricelist shall be considered as minimum indisputable losses of the Parties. Payment of penalties fines or default interest) shall not release the User from the duty to compensate all other losses of the Company not covered by the fine. In any case, imposition of the fines provided for herein shall not release the User from the duty to fulfil the established obligations.
- 9.18. If in the course of use of the Services the User reaches the limit specified in the Pricelist, the Company shall be entitled to request the User to pay for the hire of the Vehicle and the services used by the User before the Company's request before expiry of the time limit provided for in the contract. If the User fails to pay the afore-mentioned amount within the agreed time limit, he shall be obliged to return the Vehicle, Asset to the Parking Area and properly finish reservation of the Vehicle, Asset not later than within one hour from the Company's request. Should the User fail to settle accounts or return the Vehicle, Asset to the Parking Area, the Company shall be entitled to block the User's access to the Electronic System, block the use of the Vehicle, Asset (lock the ignition of the Vehicle, unlocking of the Asset) till the User covers the amount accumulated for the used services and report unlawful misappropriation of the Vehicle to the police.
- 9.19. Before the User starts using a two-wheel Vehicle, Asset, the Company shall be entitled to check if the funds in the payment card link to the Electronic System by the User is sufficient and reserve an amount of funds equal to EUR 5 (five Euro). At the end of the trip, the actual amount calculated according to the Pricelist shall be debited for the Services under the afore-mentioned procedure and if the earlier reserved amount is higher, the remaining reserved amount shall be returned to the card used by the User for settlement.
- 9.20. If the User uses a motor Vehicle longer than 1 (one) day, the Company shall be entitled to initiate debiting the actual price of the Service calculated according to the Pricelist valid at the moment of the current reservation from the payment card connected to the User's Electronic System. In case of failure to debit the funds and/or insufficient amount of funds in the above-mentioned card, the Company shall have the right to request the User to settle the accumulated amount within the additional period.
- 9.21. The Company shall be entitled to suspend provision of the Services to the User, cancel the User's trips (or reservations) and block the User's access to the Electronic System if the User fails to comply with the procedure established herein. Furthermore, if the User fails to comply with or improperly complies with the Rules, the Company shall be entitled to request the User to eliminate a violation of the Rules within an additional time limit, which in any case shall be not more than 1 (one) hour, unless the Company specifies a longer time limit in a separate notice. In case the User fails to eliminate the violation of the Rules within the time specified in this paragraph, it shall be considered that after the expiration of the term of notice, the Vehicle hire term (reservation) shall also expire. Servicing of the notice of violation of the Rules, the non-removal of the violation within the set deadline and after the expiration of the term of notice shall be the legal facts based on which the Vehicle hire (reservation) shall expire and no separate notice regarding the Vehicle hire shall be provided. Upon expiry of the term of the Vehicle hire (reservation), the User shall immediately return the Vehicle to the nearest Parking Area. In case the User does not agree to fulfil or fails to fulfil the Company's request within the time limit set by the Company, the Company shall be entitled to block the User's access to the Electronic System and/or block the use of the Vehicle (lock the starting of the Vehicle) and not to allow the User to further use the Vehicle; the Company's employee shall also be entitled to collect the Vehicle without participation of the User.

X. FINAL PROVISIONS

- 10.1. These Rules shall come into force in respect of the User from the moment of confirmation of familiarisation therewith at the moment of the User's registration in the Mobile Application.
- 10.2. The Company shall be entitled to unilaterally amend these Rules by giving a respective notice to the User by e-mail. The Rules amended are also provided for the User to get acquainted at the Mobile Application. The amendments made get in force upon they are published to the Users in the order set forth herein.
- 10.3. The Company has the right to change the Service Fee unilaterally at any time.
- 10.4. If after the moment of coming into force of the amendments to the Rules of which the User is notified under the procedure prescribed in paragraph 10.2. hereof and/or after the change in the Service fee the User continues using the Vehicles and/or Assets on the basis of these Rules, he shall be deemed to have accepted the amendments made to the Rules, changes to the Service fee by the Company. If the User does not accept the afore-mentioned amendments, he shall be obliged to return the Vehicle to the Parking Area and properly finish the trip with the Vehicle, finish reservation, use of the Assets, not to use the services described herein.
- 10.5. The Company shall be entitled to unilaterally assign all rights and duties arising out of these Rules to any third party related to the Company by giving a written notice to the User.
- 10.6. These Rules shall be constructed in accordance with and governed by the law of the Republic of Lithuania.

