

RENTAL AND SERVICE PROVISION TERMS AND CONDITIONS

I. GENERAL PROVISIONS

- 1.1. These Rental and service provision terms and conditions (hereinafter referred to as the “**Terms and Conditions**”) of UAB “Prime Leasing”, legal entity registration number 302565318, registered at Ozo St. 10A, LT-08200 Vilnius, the Republic of Lithuania (hereinafter referred to as the “**Company**”) shall govern (i) User registration procedure, (ii) reservation and use of motor vehicles, two-wheel vehicles and assets, (iii) terms and conditions applicable to the operation of vehicles and assets, (iv) rules of liability, as well as (v) payment terms and conditions.
- 1.2. In cases where the User has any questions in relation to these Terms and Conditions, the User shall be entitled to contact the Company at the following contact details: telephone +370 6 700 44844, e-mail info@citybee.lt.
- 1.3. The Company and the User shall be deemed to have entered into contractual relationships in accordance with these Terms and Conditions.

II. DEFINITIONS

- 2.1. “**User**” shall mean a customer of the Company (natural person) who accepts these Terms and Conditions and uses the Services on the basis of these Terms and Conditions.
- 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 for use to the User against the fee on the basis of these Terms and Conditions.
- 2.3. “**Assets**” shall mean property of the Company, which is not designed or intended for participation in public traffic and shall be provided to the User for use on the basis of these Terms and Conditions and in accordance with its immediate purpose. The following shall be regarded as Assets, including, but not limited to sleighs, water bikes, as well as other property not classified as Vehicle and meeting the description above.
- 2.4. “**Period of Use**” shall mean a period of time as of the moment of collection (unlocking) of the Vehicle or Asset, up to the moment of returning (locking) of the Vehicle or Asset.
- 2.5. “**Services**” shall mean all the services provided by the Company to the User, including rental (provision for use), maintenance (overhaul and current repairs, technical support), civil liability insurance, as well as provision of materials and fuels necessary for use and operation of the Vehicle or Assets according their normal and usual purpose.
- 2.6. “**Website**” shall mean a website, accessible at www.citybee.lt.
- 2.7. “**Mobile Application**” shall mean application software intended for smart phones, tablets and/or 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 on 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 this data to the Company.
- 2.10. “**Pricelist**” shall mean the Service fees, fines, amounts of losses, other fees and charges published on the Website and Mobile Application. The Pricelist forms an integral part of these Terms and Conditions.
- 2.11. “**Road Traffic Regulations**” shall mean the applicable road traffic regulations and related statutory rules of the respective country.
- 2.12. “**Fuel Card**” shall mean a fuel card in each motor Vehicle intended to pay for fuel at the petrol/gas/service station specified by the Company.

- 2.13. **“Parking Area”** shall mean a parking lot from which the User collects the Vehicle and/or to which the Vehicle may be returned.
- 2.14. **“Privacy Policy”** shall mean Company’s Privacy Policy, which contains information on the processing of User personal data, including User rights as a data subject.
- 2.15. For the purposes of these Terms and Conditions, the terms in singular and plural form shall have the same meaning, as the context may require.

III. ACCOUNT REGISTRATION

- 3.1. The User shall be entitled to use the Services only after completion of the procedure prescribed herein – i.e. registration on the Mobile Application and creation of his/her personal electronic account (hereinafter referred to as the **“CityBee Account”**).
- 3.2. At any time after registration, the User may be entitled to choose the Premium subscription that provides additional benefits to the User for an additional fee (hereinafter referred to as the **“Premium plan”**). The amounts of fees, terms and benefits associated with the Premium plan are specified on the Website and Mobile Application, as well as may be found in the Pricelist.
- 3.3. During the registration process, the User shall:
 - 3.3.1. carefully and responsibly read these Terms and Conditions, Pricelist, Rules of Insurance, Privacy Policy (as well as their annexes) and click the “I accept” button in the registration form. By clicking the “I accept” button the User confirms that all information provided to him/her is clear, understandable and that he/she accepts these Terms and Conditions;
 - 3.3.2. provide such data, information and/or documents which may be reasonably requested by the Company at the moment of registration (including by completing the fields with requested information);
 - 3.3.3. indicate his/her e-mail address (which will be used as User identification code) and create a unique password which will be used for later logins to the Electronic System;
 - 3.3.4. choose an identification method: unique User created PIN code, identification via fingerprint and/or facial recognition system (hereinafter collectively referred to as the **“Passcode”**), which the User will be required to use (input) each time when accessing the Mobile Application. The User may be unable to choose fingerprint or facial recognition as the Passcode if his/her mobile device does not support such functionality;
 - 3.3.5. link his/her CityBee Account with a valid payment card. The Company is entitled to perform the User’s payment card verification – i.e. to reserve an amount equal to EUR 1 (one) that will be returned to the User’s linked payment card account (hereinafter referred to as the **“Payment Account”**) after the successful verification (reservation). The term for actual repayment of the reserved amount depends on the terms and conditions applied by the financial (payment) institution that issued User’s payment card.
 - 3.3.6. for use of motor Vehicles, hold a valid document evidencing the right to drive motor Vehicles (i.e., driving licence) and confirm its validity following the procedure on the Mobile Application:
 - 3.3.6.1. upload photos of his/her face and front side of his/her driving licence;
 - 3.3.6.2. the Company shall verify the face similarity and validity of the document evidencing the right to drive motor Vehicles.
- 3.4. If the User fails to enter correct data or enters wrong or false data, the registration of the User shall be deemed invalid and shall be cancelled.
- 3.5. Login details and the Passcode shall be protected by the User and the User shall have no right to disclose it to any third party. The User shall be responsible for ensuring the security and confidentiality of his/her login details and Passcode.
- 3.6. The User shall have no right to:

- 3.6.1. assign, trade or lease his/her CityBee Account;
- 3.6.2. create fake, illicit, false CityBee Accounts.
- 3.7. The User shall immediately notify the Company if his/her:
 - 3.7.1. login details are lost or become available to a third party;
 - 3.7.2. CityBee Account is compromised or available for use by a third party.
- 3.8. Upon receipt of User's notification specified in paragraph 3.7 hereof, the Company shall immediately, but not later than within 8 (eight) working hours, block User's CityBee Account.
- 3.9. Both the Company and the User shall undertake to notify each other of any changes to their data (name, surname/name, address, registration number etc.) not later than within 5 (five) calendar days.
- 3.10. The losses incurred after the User's notification referred to in paragraph 3.7 hereof shall be borne by the Company, except for the cases where the damage was caused by intentional actions of the User. The User shall be liable and shall assume all risk related to the use of his/her CityBee Account by any unauthorised third party up to the moment of User's notification referred to in paragraph 3.7, with the exception of cases, where:
 - 3.10.1. the losses were incurred as a result of gross negligence or intent of the Company, or
 - 3.10.2. the losses were incurred as a result of the circumstances, controlled by the Company.
- 3.11. The User shall ensure that when using the computer hardware, software or other equipment for registration and/or login to the Electronic System all rational and contemporary security measures (including anti-virus, anti-malware software and firewalls) are activated, and shall accordingly be responsible for all consequences arising due to inadequate protection of the User's computer, smart phone, tablet or other device.

IV. GENERAL TERMS AND CONDITIONS OF USE

General rules

- 4.1. The Company shall undertake to ensure that the Vehicle or Asset is in good order and condition and is suitable for use and operation.
- 4.2. The faults or malfunctions, which do not have an impact on traffic safety and shall not have an impact in the short run, as well as defects which are not the consequence of improper maintenance of the Vehicle or Asset, shall not be recognised as defects.
- 4.3. The User shall undertake to use the Services in accordance with the provisions of these Terms and Conditions and act as a reasonably careful, prudent, responsible and informed person.
- 4.4. When using the Services, the User shall, *inter alia*:
 - 4.4.1. comply with the Vehicle operation requirements established by the manufacturer of the Vehicle and specified in the Vehicle manuals/instructions kept in the Vehicle;
 - 4.4.2. comply with the Company's instructions and recommendations set out in these Terms and Conditions;
 - 4.4.3. comply with the Road Traffic Regulations;
 - 4.4.4. not be entitled to use the Vehicle for racing or other sport or racing related purposes, use it as a training vehicle, or use the Vehicle at constant increased load (carriage of heavy goods etc., except for freight Vehicles), use for towing of other vehicles, use the motor Vehicle for the purposes for which it is not adapted or designed, use the motor Vehicle for carrying out activities prohibited by the applicable legal acts;
 - 4.4.5. comply with requirements of other applicable legal acts;
 - 4.4.6. comply with the Vehicle operation requirements which are not mentioned herein above, although are considered as ordinary requirements for use of such type of property.
- 4.5. The User shall undertake to immediately notify the Company and the respective public authorities (e.g., police, fire

service) if the Vehicle is destroyed, damaged, breaks down or otherwise becomes improper for use, as well as inform about circumstances preventing from operation and use of the Vehicle.

- 4.6. Without a prior written consent of the Company, the User shall not be allowed to sublease the Vehicle, Asset, assign any of the rights and duties hereunder, or transfer the Vehicle to another person, or allow another person to use the Vehicle.
- 4.7. The User shall be fully responsible for the Vehicle or Asset during the Period of Use. During this Period of Use, the User shall assume all responsibility as the operator of the source of higher risk. The User shall be responsible for the safety, health, loss of life, also destruction or loss of property of persons which use the Vehicle or Asset together with the User (e.g., passengers), unless otherwise provided by the applicable laws.
- 4.8. The fact of using the Services shall be deemed as a confirmation by the User that he/she (i) has sufficient knowledge how to use and operate the Vehicle or Asset, (ii) has necessary skills to use the Vehicle or Asset, and (iii) meets the standard of physical fitness necessary for driving the Vehicle.
- 4.9. The User shall:
 - 4.9.1. drive safely;
 - 4.9.2. start braking and driving the Vehicle at a safe speed, taking into account his/her experience, skills and weather conditions;
 - 4.9.3. wear head protection and appropriate clothes (in case of two-wheel Vehicles and Assets);
 - 4.9.4. assess weather and environmental conditions and use the Vehicle or Asset only after making sure that its use is safe and does not endanger the User, other persons or the Company.
- 4.10. In the event that the User stops using the Vehicle or Asset for a short period of time, but has not completed his/her trip or reservation, the User must take all steps to ensure the safety of Vehicle or Asset and that it cannot be appropriated by third persons (i.e., is locked, windows are closed, the lights and the player are turned off, etc.).
- 4.11. Vehicle or Asset may be used in the territory of Lithuania, Latvia and Estonia. The User is allowed to use the Vehicle or Asset outside the territory Lithuania, Latvia and Estonia, only with a prior written consent of the Company.
- 4.12. When using the Vehicle or Asset, the User shall:
 - 4.12.1. be completely sober (0.00 per mil) and not under the influence of psychoactive substances;
 - 4.12.2. be prohibited from driving the Vehicle if he/she is sick or tired, or where his/her driving may pose a risk to the traffic safety, transfer the motor Vehicle or Asset to other persons for driving or using otherwise;
 - 4.12.3. be obliged to follow other requirements, applicable to the categories of vehicles he/she is authorised to drive, as specified in the driving licence.
- 4.13. The Company shall be entitled to install an alcolock in the Vehicle, i.e. a breathalyser that prevents the Vehicle from being started if the driver's breath contains too much alcohol.

Reservation, collection, use

- 4.14. Before starting a trip, a motor Vehicle must be reserved on the Mobile Application. A motor Vehicle may be reserved for the time period indicated on the Mobile Application before the expected start of use of the motor Vehicle. To make a reservation, the User shall carry out the following actions:
 - 4.14.1. log in to the Electronic System, entering the Passcode where required;
 - 4.14.2. select the preferred Vehicle;
 - 4.14.3. confirm reservation of that Vehicle.
- 4.15. Confirmation of the reservation will be generated on the Mobile Application and visible on the User's screen.
- 4.16. On reaching the Vehicle or Asset Parking Area, the User must select an appropriate command and follow the instructions shown on the Mobile Application in order to unlock the Vehicle or Asset, or after completing the trip – to lock it.

- 4.17. The User shall examine Vehicle (both the interior and the exterior of the Vehicle) to make sure that the motor Vehicle does not have 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. The User shall immediately notify the Company of any detected nonconformities by telephone number 8 700 44844 (or another number provided for this purpose on the Website or Mobile Application) or e-mail address info@citybee.lt. In case the orange label (stating that the damage has already been reported) is attached to the clearly visible damage, the Company must not be additionally notified. Otherwise, all non-notified damages shall be deemed as occurred during the Period of Use by the User.
- 4.18. In case the User foresees that the maximum term of use of the Vehicle or Asset may be exceeded, he/she must inform the Company no later than two hours before the maximum term expires. The maximum term of use of the Vehicle or Asset may be extended by mutual agreement between the parties.

Accidents during the Period of Use

- 4.19. In case the Vehicle or Asset is confiscated or arrested, or other rights to it are restricted during the Period of Use through the User's fault or due to the circumstances arising in the course of use, the User shall perform all his/her obligations in relation to the Vehicle or Asset, before returning the Vehicle or Asset to the Company.
- 4.20. If the Vehicle or Asset breaks down, alert signals switch on the dashboard of the Vehicle, suspicious extraneous noises can be heard or the Vehicle or Asset cannot be further safely operated, the User shall immediately (i) stop using the Vehicle or Asset, (ii) notify the Company by telephone, and (iii) comply with further instructions of the Company.
- 4.21. In the event of any damages to the Vehicle during a traffic accident or due to other circumstances, the User shall immediately notify the Company and the respective public authorities (police, fire service, etc.), complete a traffic accident declaration and carry out other necessary actions in order to prevent or reduce damages to the Vehicle, other property and/or persons. In case of damage to the Asset, the User must immediately notify the Company and carry out other necessary actions in order to prevent or reduce damages to that Asset.

Completion of trip and return

- 4.22. After completing his/her trip, the User must return the Vehicle or Asset to the Parking Area, if applicable.
- 4.23. The Parking Area from which the Vehicle is collected and the Parking Area to which the Vehicle is returned may be different. Motor Vehicles of some models indicated on the Website and/or Mobile Application must be returned to the same Parking Area from which the motor Vehicle was collected. The list of eligible Parking Areas shall be made available on the Electronic System.
- 4.24. Before the motor Vehicle is returned, the User shall 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, remove trash and (or) sand from the Vehicle (if needed), and check if all motor Vehicle's documents, fittings and accessories are in their place.
- 4.25. Upon return to the Parking Area, the Vehicle or Asset must be locked according to the instructions shown on the Mobile Application. To lock the Vehicle or Asset, the User must select an appropriate command on the Mobile Application and follow the instructions shown herein. After completing all steps and making sure that the Vehicle or Asset is locked, the User can leave the Vehicle or Asset.
- 4.26. The User shall be responsible for violations of the Road Traffic Regulations and/or other legal acts, regulations or restrictions related to parking, even if the Vehicle is parked in the Parking Area.
- 4.27. The User shall be obliged to return the Vehicle or Asset in the condition which is not worse than the condition in which the Vehicle or Asset was received, taking into account normal wear and tear. For the purposes of determination of the 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 Terms and Conditions. The normal wear and tear shall not include the following:
- 4.27.1. broken, deformed or otherwise mechanically or thermally damaged parts, devices and mechanisms;

- 4.27.2. Vehicle's body dents, paint layer cracks and visible scratches (where the paint layer is damaged to the primer layer);
- 4.27.3. depreciation of the paint layer as a result of intense washing and/or cleaning of the Vehicle;
- 4.27.4. low quality repair and/or defects as a result of repair;
- 4.27.5. cracks of windows of the Vehicle's body;
- 4.27.6. scratches of windows of the Vehicle's body arising as a result of improper use and/or cleaning of the Vehicle;
- 4.27.7. damages of the interior such as burnt or stained seats, broken plastic parts of the front panel or boot lid, window opening handles etc.
- 4.27.8. damaged geometry of the Vehicle's body.

V. TERMS AND CONDITIONS FOR THE USE OF MOTOR VEHICLE

Use

- 5.1. The User may start using the motor Vehicle within the time limit which is indicated for each motor Vehicle on the Mobile Application and starts from the moment of confirmation of reservation; otherwise the reservation of the motor Vehicle shall be automatically cancelled. If the User chooses extended reservation time at the moment of reservation, and the initial reservation time ends before the start of use of the motor Vehicle, reservation time shall be extended for the time limit chosen by the User on the Mobile Application; the User shall pay additional fees (indicated in the Pricelist and on the Mobile Application) for the extended reservation time. If the User fails to start using the motor Vehicle within the extended reservation time, the extended reservation shall be automatically cancelled.
- 5.2. In order to drive the motor Vehicle, it should be started by using the ignition key kept inside the Vehicle. If the motor Vehicle does not need an ignition key, the motor Vehicle shall be started by pressing the button and keeping breaking pedal pressed.
- 5.3. The User shall ensure that no one smokes in the motor Vehicle.
- 5.4. In case the User carries an animal in the motor Vehicle, that animal must be carried only in a specifically adapted transportation box.
- 5.5. Any actions or attempts to read, copy, change or delete the data of the motor Vehicle System shall be strictly prohibited.
- 5.6. The maximum term of use of the motor Vehicle shall be 30 days, unless otherwise agreed by the parties. 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 block starting of the motor Vehicle. In case it is expected that the maximum term of use will be 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.
- 5.7. After giving a 1 (one) day's notice to the User in writing (including by e-mail or SMS), the Company shall be entitled to replace the hired Vehicle with another Vehicle of the corresponding category and parameters at any time during the Period of Use, in order for to perform periodic Vehicle maintenance and repair works, remove Vehicle failures or carry out other necessary actions. The User, upon receipt of the Company's notice specified in this paragraph, shall allow the Company to replace the Vehicle (including, but not limited to, return the keys of the Vehicle and other items taken from the Vehicle, and pick all his/her personal items from the hired Vehicle) on the day and time specified by the Company, and at the place agreed by the parties, and accept another Vehicle in accordance with these Terms and Conditions.

Return

- 5.8. The motor Vehicle shall be returned and parked in the place in which it could be publicly accessed at any time, and in compliance with the applicable Road Traffic Regulations and/or other legal acts, regulations or restrictions related to parking. The Vehicles cannot be parked in:
 - 5.8.1. sites with the barriers (except for special parking areas at the airports marked on the Mobile Application);
 - 5.8.2. underground parking lots.
- 5.9. In case during the Period of Use the User parks the motor Vehicle in paid car park, he/she shall pay for parking of the Vehicle.
- 5.10. In order to return the motor Vehicle, the User shall choose the command "lock the Vehicle" on the Mobile Application. Before 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.

Fuel Cards

- 5.11. A Fuel Card shall be available in each motor Vehicle. The cards shall be property of the Company. In case of use of the Fuel Card, the price of the fuel shall not be charged and shall be included in the Service fee paid by the User.
- 5.12. Use of the Fuel Card for other vehicles or for filling of fuel to any other container shall be prohibited. If the User breaches this prohibition, the Company shall, in all cases, report misappropriation of fuel to the police and the User shall be obliged pay the fine indicated in the Pricelist and to indemnify the Company against the losses (incurred as a result of such unlawful use of the Fuel Card) not covered by the said fine.
- 5.13. The User shall be obliged to safekeep the Fuel Card and leave it in the motor Vehicle after using it. In case of loss of the Fuel Card, the User shall immediately notify the Company and compensate its losses.
- 5.14. Only the Fuel Card available in the motor Vehicle may be used for refilling of fuel to that motor Vehicle.
- 5.15. If the fuel reserve of the motor Vehicle decreases up to 1/4 of the fuel tank, the User shall 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 found on the Mobile Application.

VI. TERMS AND CONDITIONS FOR THE USE OF TWO-WHEEL VEHICLES

- 6.1. Subject to requirements of Articles 2.7 and 2.8 of the Civil Code of the Republic of Lithuania, a two-wheel Vehicle driven by muscular force (bicycle) may also be hired/rented by a person below 18 years of age.
- 6.2. A two-wheel Vehicle powered by an electric motor may be rented and used only by an adult person (over 18 years).
- 6.3. Minors from 14 years to 18 years shall be liable for their contractual obligations arising out of these Terms and Conditions themselves.
- 6.4. 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.
- 6.5. Where a two-wheel Vehicle is a scooter, it may withstand up to 100 kg.

VII. TERMS AND CONDITIONS FOR THE USE OF ASSETS

- 7.1. Subject to requirements of Articles 2.7 and 2.8 of the Civil Code of the Republic of Lithuania, the Asset may also be hired/rented by a person below 18 years of age.
- 7.2. While using the Asset, the User must take appropriate safeguards (for instance, wear a helmet and other protective gear, life vest, etc.).
- 7.3. The User below 18 years of age may use the Asset only with a supervision by an adult.
- 7.4. While using the Asset, the User may not exceed the maximum Asset load weight indicated on the Asset itself, on the Mobile Application or the Website.
- 7.5. The maximum term of use of the Asset is 24 (twenty-four) hours.

VIII. LIABILITY

- 8.1. During the Period of Use, the User shall be fully liable for the security of the Vehicle or Asset.
- 8.2. The User shall assume full liability for violations of the legal acts and damage caused to third persons during the Period of Use, with the exception of cases, where:
 - 8.2.1. such violations were committed, or damage was caused at the fault of the Company and/or third persons;
 - 8.2.2. exist other legitimate grounds limiting or eliminating liability of the User (such as *force majeure*, actions of the state, etc.).
- 8.3. The User shall not be held liable for any failures of the Vehicle or Asset which arise in the course of operation of the Vehicle or Asset, and are caused by the previous use, operation or normal wear and tear, if the User immediately notifies the Company by telephone and complies with the instructions given by the Company.
- 8.4. The User shall assume damage to his/her own clothes, items and other belongings on the board of the Vehicle or used in the course of use of the Services, unless such damage has occurred due to intention or gross negligence of the Company.
- 8.5. In case of loss of the Vehicle or 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 that fine. The User, after paying the fine to the Company, shall not acquire ownership of the Vehicle or Asset. The Company will use its best endeavours to recover the Vehicle or Asset.
- 8.6. Fines indicated in these Terms and Conditions and/or the Pricelist shall be considered as the Company's minimum indisputable losses, including potential damage to the Company's goodwill, trademark, trade name, corporate and social integrity and reputation, as well as to the Company's brand image caused by unlawful and irresponsible actions of the User. Any fines issued to the User under these Terms and Conditions are intended to cover and compensate the losses incurred by the Company and cannot be construed as punitive penalties, even if defined or referred to as the "**Fines**". Payment of the fines or default interest shall not release the User from the duty to compensate all other losses of the Company not covered by that fine. In any case, imposition of the fines provided for herein shall not release the User from the duty to fulfil the established obligations.

Fines

- 8.7. The User shall pay to the Company a fine if, due to the fault of the User, the Vehicle or its accessories (e.g., engine ignition key) or the Asset is damaged, destroyed or lost, or the Company incurs other damages, or the User breaches his/her obligations under these Terms and Conditions, as specified in the Pricelist.
- 8.8. The User shall be obliged to pay these fines to the Company:
 - 8.8.1. fine for damaging the tire when it cannot be repaired;
 - 8.8.2. fine for smoking in the Vehicle;
 - 8.8.3. fine for unlawful use of the Fuel Card (see Section 5.12 above);
 - 8.8.4. fine for dangerous or careless driving;
 - 8.8.5. fine for driving under the influence of alcohol, drugs and/or other psychoactive substances;
 - 8.8.6. fine for the appropriation of a bicycle;
 - 8.8.7. fine for allowing another person to use his/her CityBee Account or rented Vehicle;
 - 8.8.8. fines for other violations and breaches, as indicated in the Pricelist.
- 8.9. The amounts of the fines shall be published in the Pricelist, available on the Website and Mobile Application.
- 8.10. The User shall be entitled to pay the reduced fine, if:
 - 8.10.1. he/she has subscribed to the Premium plan and the plan was valid when the basis for the fine occurred.

The amounts of applicable reductions are specified in the Pricelist, available on the Website and Mobile Application.

Losses

- 8.11. In case of an accident caused by the User, that User shall be obliged to pay to the Company a fixed sum, indicated in the Pricelist. This sum might be automatically debited from the User's Payment Account. The User's Payment Account will be debited immediately after the accident was detected, duly recorded and the User was notified of it (via the Mobile Application or otherwise) in advance. In case the actual losses of the Company are lower than the debited amount, the Company shall transfer the difference to User's Payment Account, within 14 calendar from the moment the amount of actual losses has been determined and the User has been notified of it.
- 8.12. To the extent not covered by the fines and other charges payable by the User to the Company (including specified in Section 8.11 above), the User shall compensate all damages suffered by the Company through the fault (intent or gross negligence) of the User in the following cases:
 - 8.12.1. as a result of failure to comply with the terms and conditions for the use of Vehicle or Asset;
 - 8.12.2. as a result of false data or information, provided by the User upon registration;
 - 8.12.3. as a result of use of the Vehicle or Asset for the purposes for which it is not designed and intended;
 - 8.12.4. as a result of operation of the Vehicle or Asset by an unauthorised person;
 - 8.12.5. where the User is not entitled to drive a Vehicle of such category or is not entitled to drive Vehicles;
 - 8.12.6. as a result of operation of the Vehicle or Asset under the influence of alcohol, drugs and/or other psychoactive substances;
 - 8.12.7. as a result of failure to comply with the requests of the road police or other competent authorities;
 - 8.12.8. where the User uses the Vehicle or Asset for carrying out criminal activities;
 - 8.12.9. as a result of loading of the goods to the Vehicle or unloading from the Vehicle;
 - 8.12.10. as a result of loss of the Vehicle;
 - 8.12.11. as a result of staining, scratching, tearing of the interior (equipment) or exterior of the Vehicle caused by the User, passengers or pets, other destruction or damage to the Asset, its components;
 - 8.12.12. where the User fails to report the traffic accident to the police, fire service and/or other competent authorities;
 - 8.12.13. where the competent authorities issue fines, taxes, duties, penalties or other charges or sanctions to the Company;
 - 8.12.14. as a result of violation of other applicable legal acts.

Additional fees

- 8.13. If, in the course of use of the Vehicle, it (its interior or exterior) becomes dirtier than normally after such use, the User shall be obliged to pay the fees indicated in the Pricelist, and if such fees are not indicated, the Vehicle washing and cleaning costs.
- 8.14. In case the User violates the applicable Road Traffic Regulations while using the Vehicle, the Company is entitled to charge him/her the administration fee (indicated in the Pricelist). The administration fee compensates Company's expenses related to the violation and its management (including communication with the public authorities); the fine imposed under the Road Traffic Regulations shall be borne by the User.
- 8.15. The User may need to pay charges for driving heavy Vehicles on some national roads (for more information, see <https://www.keliumokestis.lt/>).
- 8.16. The User may also be obliged to pay these additional fees:
 - 8.16.1. fee for the reissue/correction of the VAT invoice (see Section 9.13 below);
 - 8.16.2. CityBee Account renewal fee.

8.17. Other additional fees may be indicated in the Pricelist.

Rules of payment, insurance

- 8.18. The Company shall automatically debit the amount of fine and/or additional fees specified in the Pricelist from the linked Payment Account. The User's Payment Account will be debited immediately after the infringement was detected, duly recorded and the User was notified (via the Mobile Application or otherwise) in advance.
- 8.19. In case of Company's losses provided for in Section **Error! Reference source not found.** above, the amount of those losses shall be debited from the User's Payment Account or shall be paid by the User after 7 (seven) days from the moment when the damage was detected, calculated and the User was notified of losses. The User may raise his/her objections to the fact and/or amount of losses during the aforementioned 7-day term.
- 8.20. In 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 his/her fault.
- 8.21. In cases of liability on the part of the User (or circumstances giving raise to liability on the part of the User), the Company shall also be entitled to immediately and for an indefinite period suspend the provision of Services to the User, block access to the Account, block starting of the Vehicle, block unlocking of the Vehicle or Asset and take back the Vehicle or Asset without further notice.
- 8.22. The User shall comply with the requirements of the insurance terms, established by the insurance company which has insured the Vehicle or Assets, as applicable. The insurance terms shall be published on the Website.

Liability of the Company

- 8.23. The Company shall be held liable for performance of the obligations provided for herein and shall indemnify the User against direct losses caused by improper performance of its obligations.
- 8.24. To the extent such liability limitation is allowed by the applicable law, the Company shall not be held liable for:
- 8.24.1. the damage suffered by the User as a result of delay related to use of the Services;
 - 8.24.2. the damage caused by the User to third persons while using the Services;
 - 8.24.3. harm to the User's health or life, suffered while using the Services;
 - 8.24.4. any indirect losses;
 - 8.24.5. losses, exceeding the price of the Services that were not provided or were provided improperly.
- 8.25. 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: (i) to indemnify the User against the taxi costs, agreed over telephone and not exceeding the amount indicated in the Pricelist (the costs shall be compensated by applying a discount for the next use of Services, or the costs shall be reimbursed by transferring it directly to the User's Payment Account), or (ii) to deliver another Vehicle to the User not later than within 1 (one) hour.
- 8.26. The Company shall not be held liable for the User's losses incurred by him/her as a result of inability to use the Vehicle or Asset in the event of an accident or for other reasons beyond control of the Company.
- 8.27. The amount compensated to the User by the Company (agreed upon by the parties or established by the competent authority) shall, at the request of the User, be included in the future invoice and/or future payments or transferred directly to the User's Payment Account.

IX. PAYMENT TERMS AND CONDITIONS

- 9.1. For the use of Services, the User shall pay to the Company Service fees, specified in the Pricelist and valid at the moment of the use of Services.

- 9.2. For the purposes of counting the Service fee, the Period of Use shall start to run from the moment of unlocking the Vehicle or Asset and/or collection thereof from the Parking Area, or in case of extended reservation – from the moment of confirming the extended reservation time, and runs until the moment of actual return of the Vehicle or 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. It may take up to 1 minute to unlock or lock (each action separately) the Vehicle or Asset, and this time shall be included in the Period of Use.
- 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 the motor Vehicle shall be rounded up to the nearest (higher) kilometre.
- 9.4. The Service fee for the use of the Asset is calculated by multiplying the hire price of the Asset by the amount of time at which the Asset was managed.
- 9.5. The User may be entitled to subscribe to the Premium plan at any time for an additional fee. The additional fees and subscription terms are indicated on the Website and Mobile Application, as well as may be found in the Pricelist.
- 9.6. The Company shall, at its exclusive discretion, be entitled to provide a credit limit for the Services. The Company shall have the exclusive right to change the afore-mentioned credit limit, cancel, decrease or increase it at any time.
- 9.7. The User shall be obliged to connect his/her CityBee Account with a payment card. 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 CityBee Account must enable automatic debiting from the User's Payment Account. The amount of the fees shall be automatically debited from the afore-mentioned card. In case of failure to debit the money and/or insufficient funds on the card, the Service fee will be attempted to be debited automatically each 1 (one) hour until the outstanding amounts are fully debited.
- 9.8. The Company shall automatically debit the Service fee from the User's Payment Account no more frequently than once every 1 (one) hour.
- 9.9. In case the Company has to reimburse User's losses and/or in case the Company debits User's Payment Account by accident or by mistake, the Company shall immediately transfer the respective amount to the User's Payment Account.
- 9.10. The User shall be entitled to indicate the details for receipt of VAT invoices on his/her CityBee Account.
- 9.11. In case of a failure to debit the funds and/or insufficient amount of funds in the User's Payment Account, a new trip (or reservation) by that User, or usage of the Asset shall not be possible till the outstanding amount is paid and full settlement for all accrued payments is made according to the Terms and Conditions and the Pricelist.
- 9.12. If the User's Payment Account was not automatically debited for the Services, and the User fails to pay for the provided Services till the last day of the previous month, the Company shall issue a VAT invoice for the Services provided during the previous month (on the basis of data from the Electronic System and the Vehicle 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 on his/her CityBee Account. According to these Terms and Conditions, the User shall be obliged to settle accounts for the previous month till the 5th (fifth) working day of the current month. Having received the invoices, the User shall be obliged to check if those invoices are correct and notify the Company of any noticed nonconformities within 2 (two) working days. The User shall be obliged to bring any claims related to information indicated in the invoices within 2 (two) working days from the 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.
- 9.13. If the User wishes to reissue/correct the VAT invoice issued to him/her not through the fault of the Company (e.g., where the User provides incorrect information or the invoice issued to the natural person should be reissued in the name of the legal person), an additional fee indicated in the Pricelist for reissue/correction of the VAT invoice shall be charged.
- 9.14. If the User does not receive a VAT invoice by e-mail till the expiry of the indicated 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/her CityBee Account.
- 9.15. In case the User fails to make payments 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. 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.

- 9.16. The User shall pay to the Company the default interest at the rate of 0.05 per cent upon the overdue amount for each delayed day.
- 9.17. If in the course of use of the Services the User reaches the limit specified in the Pricelist and the accrued Service fee was not automatically debited from User's Payment Account, the Company shall be entitled to request the User to pay for the Services upfront additional amount. If the User fails to pay the afore-mentioned amount within the agreed time limit, he/she shall be obliged to return the Vehicle or Asset to the Parking Area not later than within 1 (one) hour from the Company's request. If the User fails to settle accounts or return the Vehicle or Asset, the Company shall be entitled to suspend the provision of Services to the User, block starting, unlocking or use of the Vehicle or Asset, till the User reimburses the accrued Service fee, and report unlawful misappropriation of the Vehicle to the police.
- 9.18. Before the User starts using the Vehicle or Asset, the Company shall be entitled to check if the funds in the User's Payment Account are 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 from the reserved amount; if the reserved amount is higher, the difference shall be returned to the Payment Account.
- 9.19. The Company shall be entitled to suspend the provision of Services to the User, cancel his/her trips (or reservations) and block access to the Electronic System if the User fails to comply with the rules established herein. Furthermore, if the User fails to comply with these Terms and Conditions, the Company shall be entitled to request the User to eliminate a violation 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 Terms and Conditions within the time limit specified in this paragraph, it shall be considered that after expiration of this term, the Vehicle or Asset hire (reservation) term shall also expire.
- 9.20. Notice of violation of the Terms and Conditions to the User, the non-elimination of that violation within the set time limit shall be the legal facts based on which the Vehicle hire (reservation) shall expire and no separate notice shall be provided. Upon expiry of Vehicle or Asset hire (reservation), the User shall immediately return the Vehicle or Asset 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 suspend the provision of Services to the User, block starting, unlocking or use of Vehicle or Asset; the Company's employee shall also be entitled to collect the Vehicle or Asset without participation of the User.

X. FINAL PROVISIONS

- 10.1. These Terms and Conditions shall come into force in respect of the User from the moment of User's confirmation during his/her registration.
- 10.2. The Company shall be entitled to unilaterally amend these Terms and Conditions by giving a respective notice to the User by e-mail. The amendments shall be also provided to the User on the Mobile Application and the Website. The amendments shall enter into force 5 (five) days after notification to the Users. If the User continues using the Services or orders new Services on the basis of these Terms and Conditions, he/she shall be deemed to have accepted the amendments to the Terms and Conditions (including changes to the Service fee). If the User does not accept the afore-mentioned amendments, he/she shall be obliged to properly finish reservation or trip and return the Vehicle or Asset to the Parking Area.
- 10.3. The Company has the right to change the Service fees unilaterally at any time. Therefore, it is recommended for the User to get acquainted with the Service fees every time before using the Services.
- 10.4. The Company shall be entitled to unilaterally assign all rights and duties arising out of these Terms and Conditions to any third party related to the Company by giving a written notice to the User.
- 10.5. If the User is not able to properly use the Services, he/she shall be obliged to notify the Company by telephone, e-mail or other electronic means. Attempts shall be made to settle a dispute by mutual 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.

- 10.6. Any claims regarding Services shall be brought not later than within 3 (three) months from the date of provision of the Services (i.e., from the moment of reservation). The Company shall seek to respond to the User's claim as soon as possible but not later than within 14 (fourteen) calendar days from the receipt of the claim. In case the Company has not satisfied the User's claim or has satisfied it partly, the User shall be entitled to approach the local consumer protection authorities (for more information, please follow the link www.vvat.lt). This provision shall not anyhow limit or restrict the User's right to file a claim in relation to the Services at any time with the local consumer protection authority or the court.
- 10.7. All disputes and disagreements between the parties which are not settled in the afore-mentioned way shall be settled in the competent court of the Republic of Lithuania.
- 10.8. These Terms and Conditions shall be constructed in accordance with and governed by the laws of the Republic of Lithuania.

Last updated on: 2021-01-14