

## User Agreement

This User Agreement constitutes the offer by Mr. Ruslan Nailevich Gayfullin, individual entrepreneur (hereinafter the "Rightholder"), to conclude the contract under the below conditions.

### 1. General Terms and Conditions

1.1 The following terms and definitions shall be used herein and in relations between the Parties arising hereof or in connection hereto:

a) **Service** means a set of the Rightholder's software and hardware (computing landscape) and the Content, as made accessible to the User via the Application.

b) **Website** means the automated information system accessible via the Internet at (including sub-domains): <https://thelocalcarrentals.com>.

c) **Application** means the integrated software that includes the Website and other computer software and/or databases for implementation of the Service.

d) **User** means the person who concluded this Agreement with the Rightholder for his/her own or third party's benefit according to applicable law and hereto.

e) **Content** means any information content, including textual, graphic, audiovisual and other content uploaded by the User into the Service and accessible to the User via the Service.

f) **Status** means a set of the Application features selected by the User at his/her own discretion out of the Rightholder's offer.

g) **Lessee** means the User recorded in the "Client" status in the Application and a non-recorded User who intends to use, is using or used the Service features to find a car for rental, to place the car rental Request (Lessee's Request) and for Booking.

h) **Lessor** means the User recorded in the "Partner" status in the Application, who intends to use, is using or used the Service features to look for Lessees.

i) **Lessee's Request** means the details of the car rental conditions the Lessee is looking for, which are posted for Lessors in the Service by the Lessee's filling in the form in the Website respective page.

j) **Booking** means the Lessee's preliminary car rental ordering by acceptance of the Lessor's offer via the Service.

k) **Personal Area** means the Application personal section the User gains access to after registration and/or authorization in the Application. The Personal Area is intended for making use of the Service features and storage of the User's personal information and receipt of notices by way of notification.

1.2 Any other terms and definitions not specified in Clause 1.1 hereof can be used herein. In this case, such term is construed in accordance with the wording of the Agreement. If a term does not have an unambiguous interpretation or definition in the wording hereof, its interpretation specified: firstly, in the binding documents indicated herein, secondly, in the legislation of the Russian Federation, and thereafter, in good business practices and scientific doctrine shall prevail.

1.3 Your use of the Service by any means and in any form to the extent of its announced functional features, including:

- registration and/or authorization in the Service;
- issue of Requests and Bookings;
- browsing the car catalogue and the Lessor catalogue, the rent calculation;
- other use of the Service,

shall create the contract on terms and conditions of the Agreement and of the documents specified herein and binding upon the Parties, according to Article 437 and 438, Civil Code of the Russian Federation.

1.4 By making use of any of the Service utilization opportunities, you confirm that:

a) you have read terms and conditions hereof and the Binding Documents indicated herein in full before using the Service;

b) you accept all terms and conditions hereof and the Binding Documents indicated herein in full, without any exceptions and limitations on your part and undertake either to comply with them or to stop using the Service. If you disagree with terms and conditions hereof and the Binding Documents indicated herein or are not entitled to conclude the contract on their basis, you should promptly stop using the Service;

c) the Rightholder shall be free to modify the Agreement (in particular, any part hereof) and/or the Binding Documents indicated herein without any special notice. A new version hereof and/or the Binding Documents indicated herein shall take effect as soon as they are posted on the Rightholder's website or communicated to the User in any other convenient format, unless otherwise envisaged in such new version hereof and/or the documents indicated herein and binding upon the Parties.

## 2. General Service Use Conditions

2.1 The User's complete and unreserved acceptance of, and compliance with, the requirements and provisions set forth in the following documents (the "Binding Documents") in the below-mentioned cases shall be the condition precedent of entering into this Agreement.

a) **Privacy Policy** posted and/or available in the Internet at <https://www.thelocalcarrentals.com/privacy-policy>, which contains the disclosure and use rules for confidential information, including the User's personal data;

b) **Public Offer to Conclude Agency Contracts**, as posted and/or available on the Internet at: <https://www.thelocalcarrentals.com/public-offer-agreement> and representing the binding document upon the Parties if the User recorded in the Partner status issues the instruction to the Rightholder to provide agency services based on the Service.

2.2 The Website features and/or the Website-based Service can be used, to the limited extent of the Content viewing and the car rent calculation in the Website sections open for common use, without the User's prior registration and/or authorization on the Website.

Beyond that limited extent, the application of the Website features and/or the Website-based Service shall not be allowed until the User has been registered and/or authorized on the Website according to the Rightholder-established rules.

2.3 The list of the Service features that can be used upon acquisition of access to them under fee-based service contracts shall be determined by the Rightholder at its own discretion and may be modified from time to time.

2.4 The User shall provide reliable and comprehensive information on himself/herself for registration purposes based on the questions included into the registration form and update the information. If the User delivers misinformation or the Rightholder has reason to believe that the information the User disclosed is incomplete or unreliable, the Rightholder shall be entitled to either block or delete the User's Personal Area at the Rightholder's own discretion and deny the right to use the Service to the User, either in full or partially.

2.5 The Rightholder shall reserve the right to require that the User confirm the data disclosed at registration and to request the supporting documents (in particular, the identification documents) in this connection; the failure to provide which may amount to disclosure of unreliable information and may entail the consequences contemplated in Clause 2.4 of the Agreement.

2.6 If the User's details in the documents the User provided deviate from those indicated at registration and when the data supplied at registration does not allow for the user identification, the Rightholder shall be free to make recourse to the efforts described in Clause 2.4 hereof.

2.7 The technical, organizational, and commercial conditions of the Service use can be communicated to Users by posting on the Website or by notifying Users.

2.8 The Rightholder shall be entitled to set limits and introduce any other technical restrictions on the Service utilization, to be communicated to Users in such format and by such method as selected by the Rightholder.

2.9 The Rightholder may keep or remove any Users' feedback posted on the Website, at its own discretion.

### **3. User's Guarantees**

By accepting terms and conditions hereof, you confirm and guarantee that:

3.1 You have all necessary rights and powers to enter into and perform the Service Use Contract;

3.2 You shall utilize the Service for the goals permitted herein only, in compliance with its provisions, applicable law and customary practice;

3.3 You shall not take any steps that contradict or hinder the Service provision or operation of the respective equipment, networks or software involved in the Service delivery;

3.4 Your use of the Service for some particular purposes shall not violate any third parties' proprietary and/or personal non-proprietary rights or any prohibitions or limitations established in applicable law or the rights of the state of your location, including, but not limited to, copyright and allied rights, rights to trademarks, service marks and names of the places of origin of goods, rights to pre-production prototypes, rights to use people's images; the Content and other data you provide are free from information and/or images harming the reputation of, and giving offence to, third parties, as well as information promoting violence, pornography, illegal drugs, racial or national enmity; and you have received all necessary permits from authorized persons in connection with the use of such Content.

### **4. Content License**

4.1 By accepting terms and conditions hereof, you provide a simple (non-exclusive) license to the Content you add (post or broadcast) to the Rightholder's Service to the Rightholder for free.

4.2 The above simple (non-exclusive) Content license shall be granted to the Rightholder when you add the Content to the Rightholder's Service, for the entire effective period of the exclusive rights to the copyright and/or allied right items forming such Content, to be used worldwide.

4.3 The simple (non-exclusive) license provided to the Rightholder allows for the Content use by the following methods:

- reproduce the Content, i.e. produce one or more Content copies in any tangible format and record them in hardware device memory (the reproduction right);
- distribute the Content copies, i.e. provide access to the Content reproduced in any tangible format whatsoever, in particular, via networks and otherwise, and also by sale, hiring, renting, letting out, granting, including import for any of these purposes (the distribution right);
- demonstrate the Content (the demonstration right);
- communicate the Content so that anybody can accede it online from any place and at any time at his/her own discretion (the right to making available to the public)
- modify, i.e. rearrange or otherwise rework, the Content, including the Content translation from one language into another (the reworking right);
- the entitlement to assign all or part of available rights to third parties (the sublicensing right).

4.4 If the Content does not comprise copyright or allied right items, you make available the Content, i.e. data and other information, hereunder to the Rightholder for use by any means whatsoever, in particular, enabling to record, classify, accumulate, store, specify (update, modify), extract, utilize, depersonalize, block, delete, destroy such data, transmit (distribute, make available to any third parties for taking any steps whatsoever) at the Rightholder's sole discretion.

## **5. Limitations**

By accepting terms and conditions hereof, you understand and recognize that:

5.1 Consumer rights law shall not apply to relations between the Parties involving free-of-charge Service delivery;

5.2 The Service shall be provided for use "as is", and therefore, no guarantees that the Service will meet your requirements, that the services will be rendered continuously, quickly, reliably and without errors, that the deliverables attainable through the Service will be precise and reliable, that the quality of any product, service, information and Content created through the Service will meet your expectations, that all errors in the Content and/or the Service software will be eliminated are provided to you.

If you find any errors in the Service operation, please notify the Rightholder thereof at the address specified in the details or separately on the Website for the Support department;

5.3 As the Service features are supplemented and updated constantly, the provided service format and nature may change from time to time without prior notice to you. The Rightholder shall be entitled to terminate or suspend provision of Services (or any individual features as part of the Services) to all Users in general or to you personally, in particular, without your prior notice, at its own discretion;

5.4 You are not entitled, either independently or via third parties:

- copy (reproduce) the computer applications and databases making part of the Rightholder's Service, in any format whatsoever and by any means, without their owner's prior consent in writing;
- reverse engineer, emulate, decompile, disassemble, decode and handle the Service in a similar way;
- create software and/or services with the Service without the Rightholder's prior permission.

5.5 During the Booking, the Rightholder is not a party to the transaction (car rental contract) to be concluded later between the Lessor and the Lessee, nor shall the Rightholder be responsible

for their conclusion and performance. In all cases, the Rightholder shall act as the intermediary in booking of the car rental from the Lessor and shall neither control nor be liable for the Lessor's performance of its obligations;

5.6 The Rightholder shall not be associated with the Content the Users provide in the Service, not verify the subject matter, genuineness and safety of such Content or its components or its conformity to applicable law, and the Users do not have the necessary scope of rights to its distribution and/or use.

The person that created and/or added the Content to the Rightholder's Service shall bear the entire liability for the subject matter of such Content and its conformity to applicable law;

5.7 The Users shall be prohibited to use the Website and/or Website-based Service for:

- posting and/or distribution of counterfeited items;
- posting and/or distribution of erotic/pornographic items just as promotion of pornography and child's erotic, and advertising of sexual services;
- distribution of any other forbidden information, including extremist items and those intended to prejudice human rights and freedoms on the basis of racial or national affiliation, religion, language and gender, and those instigating violence against a human being or cruelty to animals, those calling for other illegal actions, in particular, explaining the armament, illegal drug and their precursor manufacturing and application procedure, etc.;
- dissemination of misinformation that harms the reputation of, and gives offence to third parties;
- priority or exclusive posting of links to other websites;
- taking any other illegal steps, including gaining unauthorized access to confidential information, its dissemination, unauthorized access to computer-generated information, malware use and dissemination, breaching the rules for operation of data storage, processing or transmission devices and data telecommunications networks, arranging for gambling, lotteries and other promo events in violation of applicable law.

5.8 If you find any errors in the Service operation or in the Content posted in it, please notify the Rightholder thereof at the address specified in the details or separately on the Website for the Support department;

5.9 If you discover that your rights and/or interests were breached in connection with the Service provision, in particular, posting the improper Content by another User, you shall notify the Rightholder thereof immediately. For this purpose, you should send a written notice to the Rightholder thereof, with a detailed description of the violation circumstances and a hypertext link to the Content network address, in connection with which your rights and/or interests are breached;

5.10 You shall be solely liable for any violation of the obligations prescribed herein and/or in applicable law as well as for all consequences of such violations (including any losses or damage that the Rightholder and/or other third parties may incur);

5.11 Should any third parties' claims arise in connection with your violation of any third parties' proprietary and/or personal non-proprietary rights or statutory prohibitions or restrictions, you shall undergo an official identification at the Rightholder's request, by delivering a notarized obligation to settle the claims by your own efforts and at your own expense to the Rightholder, by specifying your passport details;

5.12 In connection with the statutory liability for posting and making accessible any illegal Content, the Rightholder shall reserve the right to remove any Content from the Service or limit access to it unilaterally, until the above written obligation has been received from you.

5.13 In case of numerous or gross violation of terms and conditions hereof, including the Binding Documents indicated herein, and/or legal requirements, the Rightholder shall reserve the right to block access to the Service or otherwise limit (terminate) the service delivery using the Service to the User;

5.14 Should the Rightholder be held liable for, or incur penalties in connection with, your violations of third parties' rights and/or interests just as any statutory prohibitions or limitations, you shall indemnify the Rightholder against losses in full;

5.15 The Rightholder shall be indemnified against any liability for your violations as well as for the harm or losses occasioned through your fault under the above circumstances;

5.16 The Rightholder's liability shall be in any event limited to 1000 (One Thousand) Russian Rubles and to the cases when the Rightholder is found guilty.

## **6. Payment**

6.1 The payment can be done by the Lessee for Booking the chosen car (or car's class), meaning that the payment is taken for transferring the Lessee's Request to the Lessor, using the Service functionality, to enter into the Rental agreement with the Lessor on the conditions displayed on the car's booking page. The cost of the Rental agreement is reduced by the amount of the payment made (prepayment), and the rest of the sum is paid directly to the Lessor when signing the Rental agreement and receiving the car.

6.2 The payment amount is debited from the payer's bank card only after the Rightholder's representative contacts the Lessee and confirms the Booking. If it is impossible to provide a car, the payment amount is returned to the payer in full.

6.3 Booking cancellation by the Lessee with a refund (minus the payment service's commission) is possible no later than 7 days before the rent starts. If the Booking is canceled later than 7 days before the rent starts, no refund will be given.

6.4 If the Lessor does not provide the car then the payment amount is returned to the payer in full.

6.5 Refund cannot be done and the service is considered to be fully provided in one of the following cases:

- the Lessee didn't show up at the pick-up place for receiving the car at the time agreed with the Lessor;
- the Lessee didn't provide his valid driver's license or is not fulfilling other legal obligations to rent a vehicle;
- the Lessee didn't pay in full for the vehicle rental services or isn't ready to provide a security deposit (if required).

## **7. Notices**

7.1 You shall agree to receive information email messages (hereinafter "notifiers") of important events occurring within the Service or in connection with the issued orders, Requests and completed Bookings, from the Rightholder at the email address and/or telephone number indicated when handling the Service, including the personal accounts in any messengers and social medias (such as Facebook, VK, Viber, WhatsApp, Skype, Telegram, etc.) recorded on them.

7.2 The Rightholder shall be entitled to use notifiers to advise the User of changes and new Service features and/or changes in the Agreement or any Binding Documents specified in them ad to deliver promo and information items.

## 8. Computer-Generated Signature Use Agreement

8.1 E-documents certified with a basic computer-generated signature can be used in relations between the Rightholder and the User.

8.2 A signature that validates actual creation of the computer-generated signature by the User via the User's login and password or the User's telephone number or email address (computer-generated signature key) as specified when utilizing the Service shall be recognized as the basic computer-generated signature.

8.3 Upon agreement between the Parties, the e-documents signed with a basic electronic signature shall be recognized as equivalent to hard copy documents signed with a handwritten signature.

8.4 The Rightholder shall identify the User, to which the basic electronic signature corresponds, by the login and password utilized by the User and indicated at registration and/or authorization on the Website, if any steps are taken to utilize the Service, or at the User's telephone number or email address, if notices from such number or address are received by the Rightholder.

8.5 Any steps taken with the use of a basic electronic signature of a certain User shall be deemed to have been taken by such User.

8.6 The User agrees not to disclose the electronic signature key. In particular, the User shall not transfer its login and password or provide access to its email to third parties and be fully liable for their preservation and private use, by independently determining their storage method and by limiting access to them.

8.7 In case of unauthorized access to login and password, their loss or disclosure to third parties, the User shall promptly notify the Rightholder thereof by sending an email message from the email address indicated when using the Service.

8.8 In case of loss or unauthorized access to the email, the address of which is specified when using the Service, the User shall promptly substitute this address for a new one and notify the Rightholder by sending an email message from a new email address.

8.9 If the mobile device and/or SIM card are lost or acceded without authorization the User shall promptly notify the Rightholder thereof in an email message sent from the email address indicated when using the Service, to block access to the Personal Area. When the mobile device is repossessed or the SIM card number is reinstated, the User shall notify the Rightholder thereof by the above method, for resuming access to the Personal Area.

## 9. Miscellaneous

9.1 The registered User shall determine the conditions of and procedure for use of the Service features that shall not contradict this Agreement in any event.

9.2 **Applicable Law.** This Agreement, its conclusion and performance and any issues not settled herein shall be governed by the legislation of the Russian Federation.

9.3 **Arbitration.** All disputes hereunder or in connection herewith shall be referred to and finally settled by a court of law at the Rightholder's location, according to the procedural law of the Russian Federation.

9.4 **Modifications.** The Rightholder may amend or terminate this Agreement unilaterally, without prior notice to the User and without payment of any compensation in this connection.

9.5 **Agreement Version.** The applicable version hereof is posted on the Rightholder's Website and is available at: <https://www.thelocalcarrentals.com/license-agreement>

#### 9.6. **Rightholder's Details:**

Individual entrepreneur Ruslan Nailevich Gayfullin

PSRN/ PSRNIE: 317502900055164

TIN: 504792970355

E-mail: [info@thelocalcarrentals.com](mailto:info@thelocalcarrentals.com)

Legal address: 3, Block 7, Sokolovskaya St., Apt. 2, Novogorsk Community, town of Khimki, Moscow Region, Russia, 141435

Bank details: Alfa-Bank JSC, corr. a/c 30101810200000000593 with Bank of Russia's Main Department for the Central Federal District, BIC 044525593, TIN 7728168971, RRC 770801001, a/c 40802810302410001276

The current version of the User Agreement dated May 2018.