

User Agreement.

User Agreement and The Main Terms Of Use for Vehicle (Electric Kick Scooters) Provided By URentBike.

This User Agreement and conditions apply to the use of rental Electric Kick Scooters (further "EKS") provided by ООО "ЮРЕНТБАЙК.РУ" (LLC URentBike.ru) (further «URentBike») , registration: OGRN 1182651002731 TIN 2626047344, address: 357601, Stavropol Territory, g. Yessentuki, st. Sovetskaya, d.18a / 67.

1. Jurisdiction of the User Agreement.

1.1. URentBike rents EKS to registered customers (further The "User") as far as the products and services are available.

1.2 It is possible to start a rental and terminate a rental through a Website urentbike.ru or Application available for download in GooglePlay (<https://play.google.com/store/apps/details?id=ru.urentbike.app>) and Appstore (<https://apps.apple.com/ru/app/urentbike/id1352346712>).

1.3. Individual agreements made orally between parties before or during the contractual period, deviating from this User Agreement must be approved and confirmed in writing by URentBike.

2. Registration and authorization /confirmation.

2.1. The use of the Services of the Website and the Application is possible only if the User is registered and authorized on the Website or in the Application in accordance with the sequence of actions established by this Agreement and the Website or Application.

2.2. To register a User in the Application, the User independently downloads the Application on Device, using the AppStore (itunes.apple.com) and / or Google Play (play.google.com) application stores on the Internet. To register a user on the Site, the User logs on to the Website.

2.2.1. If you access our Services and use our services through the Apple / iOS Device, you acknowledge that this Agreement is between you and URentBike, and URentBike not Apple or Google, is responsible for providing the Application and its content, including and for consideration of any claims that you may have regarding the Application. Also, you acknowledge that Apple or Google has no obligation to provide you with any service or any support services in relation to the Application.

2.3. For User Registration on the Website or in the Application, the User completes the questionnaire, thereby providing the information required in this application, and the User, when registering through the technical capabilities of the Website or Application, sends the Company photos of valid passport or ID (page with a photo). All photographs should be legible. The illegible photos is the basis for refusal of registration.

2.4. The User cannot complete the Registration without accepting the terms of this Agreement. The User confirms his acceptance by pressing the button “Pay”.

2.5. In order to start the registration process, the User enters his mobile phone number, e-mail address and password to enter his personal account. Subsequently, during authorization on the Website and / or in the Application, the login for access to the User’s personal account is the mobile phone number or email address specified by the User during Registration. At the stage of providing data and before the end of the Registration procedure, the User is entitled to use the Site and the Application to a limited extent: access to the personal account, indication of bank cards and other functions available at this stage of Registration.

2.6. After the User provides the data in accordance with clause 2.3 of this Agreement, the Company checks the User and the data provided to them within 5 (five) working days, and in the same period on the basis of the information provided by the User and / or received from third parties information decides on the possibility of registration of the User and the conclusion of the Agreement with the User. The Company informs the User about the decision in any way convenient for the Company (SMS, Push notifications, e-mail, in the application).

2.7. If the User during the Registration provides inaccurate information or unreadable information, or if the Company has reason to believe that the information provided by the User is unreliable, the Company has the right to block the User’s access to the use of the Site Services and / or Applications at its sole discretion without any prior notifications and (or) explanations. The Company has the right to refuse the User to register without giving reasons at any stage.

2.8. The User Agreement is considered concluded by the parties, since registration of the User.

2.9. After completion of the User Registration, User authorization, implying the possibility of using the Website and / or the Application and using the Service in full, is carried out by entering a login and password in the personal account on the Website and / or in the Application.

2.10. The User undertakes to keep secret the login and password, as well as other data, through which access to the Web-Site Services and / or the Application can be obtained on behalf of the User. If the User has lost the login or password or if there is reason to believe that a third person has taken possession of these data (as well as other data), the User shall, using the contact details provided during the Registration, submit a request to the Company (by sending e-mail to the Company) about blocking access to the personal account, then generate another password, as well as a login after agreeing with the Company. A request to block access to your personal account is considered by the Company within 2 (two) hours from the time of the request. All risks arising from the failure of the User to fulfill this obligation lies on the User.

2.11. Upon completion of registration, all appeals to the Support Service must be made by the User from the e-mail address that he provided during registration.

2.12. The User can change the mobile phone number specified by him during the Registration by contacting with the Support Service or by appeal to e-mail. While changing the phone number in the account, the User reports the control information to the Support Service staff provided for in the User Agreement. The Company informs the User about the change of the mobile phone number specified during Registration to the new number by sending an sms-message to the new mobile number.

2.13. If the User successfully completes the Registration process on the Website and / or in the Application, he must indicate his bank card details in the Service, which are automatically integrated with the Service and from which funds will be debited to account of payments provided for by the User Agreement. It is allowed to use bank cards only of those payment systems that are indicated on the Website and / or in the Application, with the possibility of making Internet payments. The possibility of making Internet payments is provided by the User independently through the bank issuing a bank card. Funds to the account of payments stipulated by the Agreement, from any cards specified by the User in the Service, can be debited by the Company if the funds are insufficient or impossible to debit from the main bank card specified (selected) by the User. The User is entitled to indicate only those bank cards issued in the name of the User. If this condition is not fulfilled, the User will, at his own expense, refund all deductions to the actual cardholder.

3. Terms and Conditions of Use.

3.1. In the Application and on the Website the zones are marked on the map:

- a) White\light zone on the map in application - the territory, in which the User can freely move and terminate the rental;
- b) Dark zone on the map in application - the territory, where it is prohibited to terminate the rental of the EKS.
- c) The penalty area is marked on the map in red - a penalty will be charged upon termination of the rental in this area.

3.2. The rental EKS may not be used:

- by persons who are younger than 18 years (unless accompanied by an adult);
- to carry other persons in particular young children;
- to carry animals;
- for sub-hiring to third parties;
- by individuals under the influence of alcohol or drugs (zero legal (alcohol) limit) or other illegal substance;

- to transport illegal, flammable, explosive, toxic or dangerous materials or substances;
- to participate in races or tests events or other races or events of any kind without the prior, written consent of URentBike;
- off-road or in other areas prohibited by any road traffic and safety laws and regulations, or where it may otherwise not be suitable for this type of city vehicles.

3.3. If EKS are used in adverse weather conditions (for example, strong wind, rainy weather, stormy weather) or any other weather conditions that are unfavorable for the use of the Electric Kick Scooters, then with such use the User may experience inconvenience due to weather conditions. The User uses the EKS in any adverse weather conditions at his own risk.

3.4. If the vehicle (EKS) is in standby for more than 180 minutes, URentBike has the right to forcibly terminate the rent and apply penalties in accordance with this Agreement and to the current price list.

3.5. The User is obliged to obey all road, traffic laws and safety regulations.

3.6. Should unauthorized or improper use of the rental EKS be determined, URentBike is authorized to terminate the business relationship and block the User from further rentals and usage.

3.7. Following the successful return of the rental EKS, if the User wishes to reuse the returned EKS they shall be required to initiate a new rental process.

3.8. Before using:

- in order to get the EKS for rental, the User, following the instructions on the screen, enters the data and selects the EKS for hire. Do not use excessive force to unlock the EKS, which can cause damage to the EKS. Since the User is fully responsible for the safety of the EKS, it is recommended to carry out the following checks before taking the EKS into use:

1) Ensure that the brakes are working properly;

2) Make sure that the steering wheel is not damaged, the tires are not damaged, the wheels have no visible curvature and damage;

-the User prior to the start of the movement on the EKS undertakes to perform the following actions:

a) if the EKS contains damages or malfunctions, the User is obliged to refuse to use the EKS within 3 minutes, installing the EKS at the parking place, close the lock and inform via the Application or contact UrentBike Support Service by e-mail info@urentbike.ru. In case of non-observance of the specified return period, the EKS is considered received by the User;

b) the User undertakes to use a protective helmet during the ride on an EKS. Before starting the rental of the Electric Kick Scooters, the User confirms in the application the presence and use of the helmet during the rental.

3.9. Return of the Electric Kick Scooter to the parking place:

- to return the EKS, the User chooses an empty seat on the sidewalk or on the roadway in accordance with the traffic regulations. If after placing the EKS correctly installed, it is necessary to close the lock and attach an EKS to a fixed, non-separable structure. In order to obtain confirmation of the return of the EKS, it is recommended to check the page in the mobile Application with information from the User's account;
- at the end of the use of the EKS, the user must take at least two photos of the EKS and place them in the application;

3.10. Terms and Conditions of Use of the Electric Kick Scooter:

- The use of the EKS is not allowed to persons whose physical weight exceeds 100 (one hundred) kilograms;
- The user independently checks the condition of the EKS until it is used. If the User started the rental on the EKS, this means that he agrees that he has carried out a check of the EKS and the rented EKS is in good condition;
- The EKS can not be used for any business activity;
- Driving on the highway is not allowed. It is possible to move on an Electric Kick Scooter only along bicycle paths or along sidewalks with a width of at least 2.5 meters;
- If the EKS was found without its lock, the User is obliged to contact with URentBike, by sending information to e-mail info@urentbike.ru and attach a photo photos of EKS;
- It is not allowed to use the EKS outside the Territory of Use;
- It is not allowed to use the EKS in a manner accompanied by an increased risk for the User or the EKS, including, but not limited to, performing acrobatic stunts, transportation or towing of third parties;
- It is not allowed to dismantle, as well as attempts to dismantle any parts of the EKS;
- It is not allowed to transport goods on the EKS, with the exception of personal belongings weighing no more than 3 kilograms;
- When riding a EKS, it is not allowed to: release the steering wheel with one or both hands; not allowed to talk on the phone;
- It is not allowed to use other means that limit the ability to hear;
- The Operator of the Support Service shall not be liable for damage caused to the health or property of the User in case of using the services of the service in violation of the requirements of these rules;

- In any case, the responsibility for the EKS until the moment of its return lies entirely on the User;

- The User is obliged to comply with the requirements of the representatives of URentBike to comply with these Terms, and in case of disagreement with the requirements, return the vehicle (EKS) to the nearest parking lot.

4. Rental Limitations.

Each User may rent up to three vehicles (EKS) on one account at any one given time.

5. Duration of Rental.

5.1 The chargeable rental period starts from the moment of the beginning of the rental \ activation in the Application (WebSite).

5.2. The rent is considered terminate, after the User has terminate the rental through the Application (at the same time, he attached an EKS to a fixed, non-separable structure in the rental completion area and closed the lock). The User must independently control the termination of the rent.

5.3. URentBike should be informed of any problems by contacting the support service immediately. Late notification of this means that any claims are invalid.

6. Parking of the Rental Electric Kick Scooters.

6.1. The EKS must be parked in a prominent place and attached to a fixed, non-separable structure. The User must comply with the rules of the road and safety, as well as the laws when parking. In addition, he / she must ensure that the EKS does not interfere with road safety, that other vehicles and / or traffic are not impeded, and that damage to third parties or their property shall not caused.

6.2. Without limitation, it is not permitted to park rental EKS whether permanently or temporarily:

- at traffic lights;
- at parking ticket machines or parking meters;
- at traffic signs or other signs / billboards;
- on walkways / cross-paths / sidewalks;
- in front of, in or near emergency exits and fire department service zones;
- to lock or to close the Electric Kick Scooters at fences of private or public buildings;
- on train and bus platforms;;

- in buildings, backyards/ courtyards or within any type of vehicles at any time and for any length of time.

Without limitation to the generality of the aforesaid, it is not permissible to park rental EKS in any obstructive or illegal manner.

6.3. The rental EKS must be locked properly when not in use, even if the User leaves the EKS unattended for a short time. More information about how to lock the Electric Kick Scooter can be found on our website urentbike.ru.

6.4. Non-compliance with clause of this User Agreement will result in the charging of service fees, unless the User is able to show that the actual expense incurred was lower in accordance with the current price list. Additionally, the renting User shall be responsible for payment of any official fines and/or claims on the part of any third parties incurred as a result of non-compliance with these regulations or legal regulations.

6.5. The User shall not be allowed to park the EKS permanently in parks /green spaces or on private property.

7. Returns of Rental Electric Kick Scooters.

7.1. At the end of the rent, the Electric Kick Scooter (s) must be returned to the permitted parking lot, on the permitted area marked in the Application and in the same condition as at the beginning of use.

7.2. The Electric Kick Scooter (s) must be returned so that it is clearly visible on one of the parking stations and blocked by the provided lock.

7.5. If the User does not return the EKS in accordance with the terms of this User Agreement, or will provide false information or returns incorrectly, or if the support service cannot find the EKS in the specified location, an additional fee will be charged for User service, in accordance with the current price list published on urentbike.ru (for the discovery of the EKS and any additional actions that may be required as a result of this), or the amount of the fine will be charged in accordance with the terms of this User Agreement.

7.6. Forbidden to park a scooter:

- On the roadway;
- Before entry / exit;
- Block the passage or road to pedestrians;
- On a lawn or other uneven surface, steep slopes.

8. URentBike Liabilities.

8.1. URentBike is liable for damages caused by it towards their Users in case of malicious intent or gross negligence. In all other cases liability on the part of URentBike is expressly excluded.

8.2. URentBike is not liable for damages to nor loss of clause or personal property transported using the EKS.

8.3. URentBike shall not be liable in cases of improper and/or unauthorized use of the EKS and particularly, but without limitation, in breach of clause 3 of this User Agreement.

9. The User Liabilities.

9.1. Use of services and vehicles (Electric Kick Scooters) provided by URentBike occurs at the User's sole and absolute risk. The User takes full responsibility for damages caused by him/herself. Subject always to clauses 9.2 - 9.4, the User is solely responsible for any liability claims resulting from actions or events occurring during the rental period or as a result thereof.

9.2. The User accepts liability from the moment of the beginning (activation) of the rent in Application. If the User causes damages due to any negligent behavior or the EKS was stolen because of such, the User remains liable according to the costs for material and labor costs and recovery of stolen EKS € 1000.00 (one thousand).

9.2.1. This limitation amount (referred to in clause 9.2.) does not apply in cases in which the User has caused the damage intentionally or where it is proved that the User allowed rough negligent in her/his actions or in cases where the Electric Kick Scooter has been stolen. In such cases, the amount of liability claims applicable shall be determined by the actual amount and real value of damage incurred. The total cost of damage is determined by URentBike.

9.4. The User shall be made liable for all costs and damages incurred by URentBike due to non-compliance with obligations under these terms and conditions.

9.5. In case of any debiting of fines, the User will be informed by SMS or e-mail.

9.6. Subject to any limit of liability, the User hereby expressly agrees that URentBike has the right to charge from the User's account directly for all losses and / or damages incurred to the EKS owned by URentBike, in accordance with the terms of this User Agreement.

9.7. Without prejudice to any other rights it may have whether by law or contract, URentBike has the right to charge a penalty fee for misuse of URentBike services as follows:

-in case of termination of the rent outside the zone of use of the EKS, the User pays a penalty in the amount of € 100 (one hundred) to URentBike;

- in case of termination of the rent outside the zone of termination of rental (white zone), the User shall pay a fine to URentBike in the amount of € 30 (thirty);

- in case of termination of rental in the penalty area, the User shall pay a penalty in the amount of € 30 (thirty) to the URentBike;

-in case of termination of rental of the EKS in the closed territory of the unshared access, underground parking, on the private territory, the User pays URentBike a fine of € 30 (thirty), and also reimburses all incurred losses associated with the return of the EKS URentBike;

- in case of damage to the EKS by third parties, due to the termination of rental in violation of the rules in accordance with clause 7 of this Agreement, the User shall pay URentBike a fine of € 30 (thirty) and reimburse all losses incurred in accordance with the table of cost of spare parts and reimburse all losses associated with violation of this clause;

- in case of termination of rental of the EKS, the User did not fasten the EKS by the rope lock to the fixed, inseparable structure, the User pays a URentBike fine of € 30 (thirty);

The User will be notified of the penalty charge in accordance with clause 9.5.

9.8. In the event that the User has a debt of more than € 30 (thirty) during the term of the rent URentBike is entitled to forcibly terminate the User's rental and apply penalties in accordance with this Agreement and price list.

9.9. In the event of the evacuation of the EKS, due to negligence or violation of clauses of this agreement by the User, the User pays a fine of € 10 (ten) URentBike, and also reimburses all losses incurred as a result of the evacuation, including any kind of damage to the Electric Scooter, and also takes full financial responsibility for any kind of fines imposed by state services (including the cost of evacuation € 85).

9.10. The cost of spare parts the EKS.

№	Name of the spare part	Cost of the spare part (amount of liability) \ €
1	Loss / Theft of EKS	€ 1 000,00
2	<i>Accumulator, Extra Accumulator, front wheel, front connector, handlebar</i>	€ 300,00
3	<i>Control panel, folding mechanism, rear wheel, steering rack (stem), case of tracker</i>	€ 150,00
4	Tracker	€ 300,00

5	Deca	€ 500,00
6	Rubber grip, <i>accelerator / brake level, backlight, rear mudguard, kickstand,</i> <i>tire, headlight \ brake light</i>	€ 30,00

9.11. If the User left the Electric Scooter on the pedestrian part, sidewalk, in the passage area, with violation of traffic rules or in violation of clauses referred to in paragraph 7.6 - is stipulated a fine of € 10 (ten).

10. The User Obligations in Case of Accident.

10.1. In case of an accident, whether involving the User and / or third parties and / or their property and / or other persons, the User is obliged to report the accident to URentBike immediately and have to send photos of the damages to the email of URentBike. In any case, the User remains responsible for the EKS until the moment of return, or transferring it to a UrentBike representative;

11. Confidentiality Information of the User.

11.1. The User is responsible for preventing unauthorized use of the User's data by third parties. This applies, in particular, to their personalized password and login.

11.2. UrentBike expressly states that UrentBike employees are not to request and will never request / ask for the password of the User.

11.3. The User can change his personal data by sending a request via e-mail to URentBike or by using the Support service.

11.4. Should the User have reason to believe that his/her user data has been compromised or misused, they are to inform URentBike of this fact immediately.

12. Misuse and Exclusion.

URentBike has the right, in the case of a **reasonable excuse** and, in particular, in the case of misuse, to revoke the rights of the User and, thus, to deprive customers of the opportunity to use the services and EKS of URentBike Company. But URentBike reserves the right not to disclose the reason for deprivation of rights of using the Services.

13. Fees, Prices and Calculations.

13.1. URentBike's calculation of all fees and services shall be charged on the basis of the

prices valid at the beginning of each individual use of the EKS. Rental fees are to be taken from the current price list.

13.2. Bonus packages or gift certificates can only be used by the person to whom they have been specifically issued or who have been paid in accordance with the current price list, promotional campaign and / or offer.

13.3. The User may log in to his /her account to view the cost from the time of the rental begins and / or to view any charges therefor. This listing of all completed rental processes does not include items which are extraordinary and cannot be included by the automated system (such as fees due to contractual non-compliance and/or service fees).

13.4. Debiting of the User's account occurs automatically. URentBike does reserve the right to demand payment from the Users either per telephone or in written form.

13.5. Objections to debited charges must be submitted in writing to UrentBike within 14 days of the charge in question. After consideration the decision on possible recalculation will be made. Refunds due will be credited to the User's UrentBike account and applied to the next due payment unless otherwise dictated.

14. Payment And Delayed Payment.

14.1. The User is obligated to pay the billed amounts by means of the bank card. The User can change number of the bank card at any time.

14.2 Should it be impossible to process a direct debit due to insufficient funds in the User's bank card or for other reasons for which User is responsible, URentBike will charge the User accordance with the current price list unless the User is able to show that the actual expense incurred was lower.

14.3. If the payment is delayed, URentBike is authorized to demand the entire cost and to discontinue its service until the User meets his/her obligations.

15. Termination and Deletion of User Information.

15.1. Both contractual partners may terminate the contractual relationship at any time. The right to extraordinary termination is not affected by this provision. The User may deactivate their account by written notification sent e-mail to UrentBike.

15.2. If the User has a debt to UrentBike, the User can request to deactivate or delete his account only after his payment of the debt.

16. Statements Of The User.

16.1. By accepting the terms of this Agreement, the User declares that he:

- owns knowledge of English at a level sufficient to read and aware of the meaning of this Agreement;

- had read the terms of the Agreement, realized / understood the meaning of this document, agrees with its content and accepts it without any reservations, conditions and exceptions and undertakes to fulfill the requirements established by them, to be responsible for non-fulfillment / improper fulfillment of the requirements and conditions set forth therein, and also understands all the consequences of their actions on the Registration, use of the Services of the Website and the Application, the Service;
- had read the Privacy Policy, realized the meaning of this document and agree with its content;
- provided the Company during the Registration complete, valid and reliable data (including personal data);
- conforms to requirements of this Agreement;
- agrees with the introduction (accommodation) of any equipment in the EKS that allows to track and record (determine) the exact coordinates of the EKS, also any breach of obligations under this Agreement by the User;
- agrees that this Agreement may be modified by the Company without any notification from the Company, and the User undertakes to track changes to this Agreement on its own. The new edition of this Agreement or the changes come into force from the moment they are posted on the Website or in the Application;
- recognizes the legal force behind the documents sent by the Company through the Site or the Application as with his own signed documents, with the actions performed through the Site or the Application;

16.2. Acquaintance with the terms of this Agreement must be made by the User until the tick in the checkbox "I agree to the conditions and accept the User Agreement" (on the Website) or click the "Accept" button in the Application. A user who has not become familiar with the terms of this Agreement in a timely manner assumes all risks and adverse consequences.

17. Privacy Policy.

17.1. UrentBike collects, stores and uses Users' personal data, where it is necessary to fulfill its contractual obligations or the realization of the contract between the User and UrentBike or to fulfill any other legal duty. UrentBike is obligated to use that data only in compliance with the provisions set forth in the General Data Protection Regulation.

17.2. UrentBike is entitled to disclose information about the User to investigating authorities and to the necessary extent, in particular the User's address, should proceedings be initiated against the User for a civil or criminal offence.

17.3. For the purpose of payment, the User's payment data will be transferred to our payment-partners for verification and accounting of the rental fees.

17.4. Further information regarding the use, administration and processing of personal information may be viewed in our Privacy Policy which is an integral part of this Agreement.

18. Further Provision.

18.1. The laws of the Republic of Cyprus apply hereto and take precedence and the Courts of Limassol shall have exclusive jurisdiction to resolve all and any disputes arising from or in connection with a User's use of the UrentBike EKS rental system as well as use of it in Cyprus, even if the User does not have a place of general jurisdiction in Cyprus or has transferred his/her place of residence or usual abode to a country other than Cyprus after conclusion of the contract or if the User's residence or usual abode is unknown at the time of the legal dispute's arising or when the User is a registered trader or legal entity under public law or has public special assets.

Requisites of ООО «ЮрентБайк.ру» (LLC URentBike):

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