

PUBLIC OFFER AGREEMENT FOR SHORT-TERM CAR RENTAL

(CAR SHARING)

The specified public offer agreement is addressed by the Contractor to any capable individual who meets the requirements of this agreement and wishes to become a User of the GO2GO service.

1. Terms

Car sharing is a short-term car rental service that includes a car, taxes, tires by season, the cost of washing a car and the cost of car fuel in certain rates.

Contractor – a legal entity, an individual entrepreneur who draws up a contract and receives payments for car rental.

Employee, authorized person of the Contractor – a person working for the Contractor (co-worker), or a person authorized by the Contractor to represent interests, perform certain functions and tasks. These persons may include employees (employees), representatives by power of attorney, other entities that have contractual legal relations with the Contractor with the relevant powers.

User – an individual who uses the car sharing service, has previously registered and logged in to the service, through the Mobile Application. The term "User" completely absorbs the term "User - a legal entity".

Registration in the service is a set of actions of a person aimed at providing his personal data in order to allow the GO2GO car sharing service to use cars, including: adding photos or scanned copies of documents, sending his phone number via messenger or by sms confirmation.

Authorization in the service is a set of actions performed by the User, aimed at logging into the account, carried out by obtaining a one-time password via sms, a unique link in the messenger.

Use of the car sharing service – a set of actions of the User aimed at making a trip by car sharing may include: booking a car, opening, inspecting, starting the engine, driving a car of the GO2GO car sharing service, making payments for services.

User - legal entity - a legal entity that has entered into an additional agreement in writing to this agreement, however, the terms of this agreement are valid for it. Employees, clients, User - legal entity are Users and have a power of attorney to use the service on behalf of the User - a legal entity.

Previous User – The user who left the car pressed the "finish" rental/trip button.

Next User – the User who receives the car, starts or wants to start the trip, after another person (previous User) who used the car.

Traffic rules are the current rules of the road of Ukraine, approved by the Resolution of the Cabinet of Ministers of Ukraine and binding on Users.

Accident is a traffic accident, the circumstances are determined by the Rules of the Road of Ukraine and in which damage is caused to the car and / or property and / or life and health of people.

Damage to the Car – circumstances in which damage is caused to the Car, third parties, other vehicles, things, damage (damage) and / or in which the Car is damaged in any way, but which do not fall under the definition of an accident. Damage can be caused to the Car both in a mobile and stationary state, including, but not limited to, damage due to impact, illegal actions of third parties, unspecified items, vehicles, etc., or if the damage caused is found on the car later and it is impossible to establish how and under what circumstances it was caused.

Amount of limitation of liability shall mean the amount limiting the User's liability (determined in accordance with the terms of Section 20 of this Agreement) in case of damage to the Car, subject to notification of the circumstances of the accident and/or Damage to the Car in the manner and terms

established by this Agreement and proper fixation of this case by the competent authorities, in accordance with the requirements and conditions of the current legislation, this Agreement, including paragraph 17.2 of this Agreement, as well as in the absence of circumstances specified in paragraph 20.4 of this Agreement.

Reduction of liability is an additional service that can be ordered by the User in the mobile application when booking a car. Allows you to reduce liability to the amount specified in clause 20.2.1.3 of this Agreement, in the event of damage to the car, provided that the User complies with the terms of Section 17 of this Agreement, including clause 17.2 of this Agreement, and the absence of circumstances specified in clauses. 20.4 of this Agreement.

Booking is a set of actions performed by the User aimed at ordering a car for the purpose of its further use by the User in the rental, the actions of the Contractor, which consist in depriving other persons, the User's eye, of the possibility of ordering (booking) this car.

"Inspection" mode - a set of actions performed by the User, aimed at checking the condition of the exterior and interior of the car for the presence and / or absence of damage, performance, availability and compliance with the certificate of registration of the vehicle, fuel card, CTP policy, other things in the car, in order to sign an electronic act of acceptance and transmission in the application, by assessing the condition of the car and indicating the presence/absence of flaws with and/or without adding photos. The actions of the Contractor consist in the admission of the User to the car (disconnecting the car).

The "warm-up" mode is a set of actions performed by the User, aimed at warming up the car, namely: starting the engine, achieving a certain, permissible temperature level of the cooling level of the car engine, heating the glass and mirrors. The actions of the Contractor are to provide the User with the opportunity to start the engine using the built-in key.

Mode of "use" - a set of actions performed by the User, aimed at making a trip, stopping and other actions that are permissible during normal operation of the car. The actions of the Contractor consist in allowing the user to freely use the car, in accordance with the operating manual, traffic rules.

"Standby", "parking" mode - a set of actions performed by the User, aimed at turning off the engine, leaving the car and closing the car for the purpose of further use of the car by the same User again. The actions of the Contractor are to provide the Contractor with the opportunity to lock the car, hold the car behind the Contractor for the period while the car is in this mode and deprive other persons of the opportunity to order (book) this car during the period of the car in the "standby", "parking" mode.

"Completion" mode - a set of actions performed by the User, aimed at completing the rental, consists in following the recommendation specified in the application, leaving the car in an acceptable place (completion zone) in accordance with traffic rules, turning off the engine and all lighting devices, closing windows, moving the gearbox lever to position "P" (for automatic transmissions) or to gear (in mechanical boxes). Actions of the Contractor, consist in providing the User with the opportunity to lock the car and leave the car, complete the trip and make a settlement with the Contractor for the trip.

Account (account) – a set of data about the User contained in the electronic system and on the server, allowing the User to use the service and mobile. These data include payment details, incomplete payment card data (card masks), data of the User's passport and driver's license, phone number, e-mail, etc. The User has the right of access to the data through the mobile application and the website of the Contractor.

Property and documents located in the car – things that are related to the car, including those that are its standard or additional equipment, documents, etc. The specified property includes, in particular: registration documents for the car (certificate of registration), CTP policy, wires for charging mobile devices, holders for mobile phones, brushes for snow cleaning, license plates, spare wheel, jack and balloon wrench, seat and steering wheel covers, car keys, etc.

Site – a set of data about the service, the Contractor, contained on the server and presented on the Internet at the following e-mail address: www.go2go.rent

Application, Mobile Application, GO2GO application is an application that is installed on the smartphone of any person and allows you to register a person as a User and use the car sharing service.

Payment card, bank card, card is a bank card that uses one of the payment systems and which is connected (linked) by the User to his account, and according to the User's approval, belongs to the User.

Car – a passenger vehicle that is rented to the User under the terms of this agreement.

User registration in the Mobile Application is a set of actions of the person specified in the GO2GO Mobile Application to enter their data, including passport data, driver's license data, phone numbers and e-mail addresses.

"Approval" of the User is a procedure carried out by the Contractor and includes the analysis of the data, documents submitted by the User, as well as obtaining information from third parties regarding the User and the Contractor's decision to provide or not provide the User with the opportunity to use the GO2GO car sharing service, car use, use of the site and mobile application GO2GO under the terms of this Agreement and the actual receipt by the person of the rights and obligations of the User, in accordance with the terms of this Agreement.

Device – a phone, smartphone, tablet, other electronic device on which the GO2GO mobile application can be installed and can function.

GO2GO service is the scope of services provided by the Contractor to the User, including information electronic services and rights to use the site, GO2GO mobile application, car rental, car sharing.

Support service – employees of the Contractor, third parties who cooperate with the Contractor under contracts, who provide advice and resolve issues regarding the use of the service, cases of car damage, assistance to the User by phone, e-mail, instant messengers, other means of communication indicated on the site and / or in the GO2GO Mobile Application.

Messengers are programs that are installed on a person's device and allow for voice and text communication, including public channels of the Contractor, including but not limited to: viber, telegram.

Signing a contract, agreeing to the terms of service is a set of actions performed by a person who wants to become a User, aimed at registration, authorization in the service, adding documents, payment cards, making a trip or actions aimed at making a trip (booking, electronic registration of the act of acceptance and transfer of the car). The commission of any action is the fact of signing and agreeing to the terms of this Agreement.

Signing amendments to the contract, a new version of the agreement is a set of actions of the User, which consists in using the service, including completing registration, authorization, adding (linking) payment cards, making a trip or actions aimed at making a trip (booking, electronic registration of the act of acceptance and transfer of the car). The performance of any action is the fact of signing and agreeing with the new terms and changes of the Agreement.

2. Subject of the contract

2.1. The Contractor grants the User the right to use the site, mobile application and GO2GO car sharing service. The use of the mobile application and the site is possible only in the amounts available for a certain level of admission of the person (without registration or without logging into the account, registration, after registration).

2.2. In accordance with this Agreement, the Contractor provides, and the User receives the right to use car rental services, including minute-by-minute.

3. General provisions

3.1 By joining (signing) this Agreement, the User unconditionally confirms that he: 3.1.1 speaks Ukrainian and /or English at a level sufficient to read and understand the content and meaning of this Agreement, website, mobile application;

3.1.2 has realized the meaning and meaning of this Agreement, fully agrees with its content, terms and conditions and accepts it without any reservations, conditions, seizures and undertakes to comply with the requirements established by this Agreement.

3.1.3 I agree with the placement in the Car of any equipment that allows you to track and record the exact coordinates of the Car, as well as violation of obligations under the Agreement on the part of the driver and / or passengers of the Car.

3.2. This Agreement is subject to the provisions of the Constitution of Ukraine, the Civil and Commercial Codes of Ukraine, the Laws of Ukraine "On Electronic Commerce", "On International Law", "On Protection of Consumer Rights", "On Advertising", "On Electronic Documents and Electronic Document Management", "On Electronic Digital Signature", "On Protection of Personal Data", "On Payment Systems and Transfer of Funds in Ukraine", "On Protection of Information in Information and Telecommunication Systems".

3.3. The parties agreed that this transaction is electronic, in accordance with the provisions of the current legislation of Ukraine.

3.4. Installation of the Mobile Application, provision of data necessary for registration as a User on the site and / or in the GO2GO Mobile Application, is considered unconditional approval by a person of the terms of this Agreement in full and in advance to use the services of car sharing, car rental, in accordance with the terms of this Agreement.

4. Registration and authorization of the person by the User

4.1. A person can use the site, the GO2GO mobile application, but cannot use the travel service, until it is registered by the User in the service and "approved" the account of such a person by the GO2GO service.

4.2. The use of the Car Rental Service through the GO2GO Mobile Application is possible only on condition of Registration and Authorization of the User in the Mobile Application performed in the sequence established by this Agreement, the Site and the GO2GO Mobile Application.

4.3. To register in the GO2GO Mobile Application, an individual:

4.3.1. independently downloads (downloads) the GO2GO Application to the Device using the AppStore (itunes.apple.com) or Google Play (play.google.com) application stores.

4.3.2. Logs in to the Mobile Application, including at the beginning of registration, by:

4.3.2.1. Receiving a one-time sms password to the phone number specified at the entrance

4.3.2.2. Receiving a unique link through messengers: viber, telegram, installed on the phone, and when such a person pressed the "share number" button in the messenger, and then returned to the Application via a unique link sent to the messenger

4.3.3. In continuation of registration, the following person:

4.3.3.1. Fills in the data: last name, first name, patronymic, e-mail, promotional code (if available),

4.3.3.2. Adds a photo or scan copy:

4.3.3.2.1. own passport: the first page with the photo of the owner and the page from the passport with a mark about the last place of registration (registration). If the passport in the form of a plastic card – the first turn and an additional extract about the place of registration;

4.3.3.2.2. your own driver's license (on both sides);

4.3.3.2.3. personal photo together with a passport or driver's license opened on a spread with a photo (selfie).

4.3.3.3 of this Agreement or scanned or photo copies of the documents specified in the clause.

4.3.3.2.1.-4.3.3.2.2. of this Agreement, and also adds its own photo of the face (selfie).

4.4. A person cannot (does not have the opportunity) to complete or start the Registration without accepting the terms of this Agreement as a whole by ticking the checkbox "I agree with the offer agreement and the terms of service" in the GO2GO Mobile Application. Ticking the checkbox "I agree with the offer agreement and the terms of service" and clicking the "continue" button in the Mobile Application is the actual signing of this Agreement by the person.

4.5. If a person is already registered in the service, then logging into the Mobile application with authorization in a personal record is made in accordance with clause 4.3.2. of this Agreement.

4.6. The functions of the GO2GO service, website and mobile application will not be provided in full until the moment of: full registration (addition of all necessary data and documents specified in clause 4.3 of this Agreement), addition of a payment card, "approval" of the account. From the moment of "approval" of the account, the person becomes the User, having gained full access to the function of the GO2GO service, in accordance with the terms of the service.

4.7. After a person provides the data necessary for registration of which is specified in this Agreement, the Contractor checks the person and the data and documents provided by him within up to 48 hours, and within the same period (period) on the basis of the information provided by the person received by the Contractor from third parties, decides on the possibility of admitting a person ("approval") and using the car sharing (car rental) service as a User or refusal. The Contractor informs the person about the decision in any way convenient for the Contractor. If it is necessary to obtain additional data verification, the term may be extended by the Contractor unilaterally, about which the person is notified by the Contractor.

4.8. If during registration a person provides inaccurate or unreadable information, or the Contractor has reason to believe that the information provided by the person is unreliable, the Contractor has the right to block or restrict access and use of the GO2GO Services, the Site and the GO2GO Application to such a person. In addition, the Contractor has the right to refuse such a person further or new registration without explaining the reasons at any stage.

4.9. From the moment of completion of the verification of account data and sending by the Contractor information on the decision on the possibility of using the service by the person ("account approval") car sharing (car rental), registration is considered completed (successful).

4.10. At the end of the registration of a person, the Authorization of the person on the Site or in the GO2GO Mobile Application and the use of the GO2GO Service in full is carried out by means specified in clause 4.3.2. of this Agreement.

4.11. At the end of registration, all calls, requests via messenger, to the Support Service are made by the User from the mobile phone number specified when filling out the questionnaire, or another phone number, provided that the User provides additional data at the request of the Support Service employee, and e-mail – from the mail specified by the User during its registration.

4.12. The User can change the mobile phone number specified by him during registration by contacting the Support Service at info@GO2GO.rent, using the e-mail specified during registration (in this case, the User informs the Support Service operator of the control information provided for in this Agreement).

4.13. In case of successful completion of the Registration process on the Site or in the GO2GO Application, a person must link (enter data) to the GO2GO Service his bank cards, which are automatically integrated with the GO2GO Service. Funds will be debited from these bank cards in the account of payments provided for in this Agreement. It is allowed to use bank cards only of those payment systems specified on the Website and in the GO2GO Application. All payment cards should be able to make Internet payments. The possibility of making Internet payments is provided by the User independently through the issuing bank of the bank card. Funds in the account of payments provided for in this Agreement may be debited by the Contractor in case of insufficient funds on the card or the impossibility of debiting from the main bank card specified (selected) and linked by the User to the GO2GO Service. Debiting can be made from any cards linked by the User to the

GO2GO Service. The user has the right to link only those bank cards of which he is the owner, if this condition is not met, the User is obliged to reimburse all write-offs to the actual cardholder at his own expense.

4.14. When the User binds each bank card, a positive balance is checked on the User's bank card, for which a monetary amount of 1 (one) UAH 00 kopecks is debited, followed by their return to the bank card itself within 24 hours from the moment of debiting.

5. Rights and obligations of the parties

5.1. The user is obliged to:

5.1.1. keep confidential one-time password, as well as other data with which access to the Services, the Site or the GO2GO Application can be obtained on behalf of the User. In case of loss of the phone number, disclosure of the password and / or if there are grounds to believe that this data (as well as other data) was seized by a third party, the User is obliged, using the contact data specified by him during registration, to submit to the Contractor a request (by sending to the User's email address info@GO2GO.rent, or by contacting the Support Service by phone, via messenger) to block access to the account. The request to block access to your personal account is being considered By the Contractor as soon as possible, but not longer than within 1 (one) working time from the date of sending the corresponding request by the User. All risks arising from non-fulfillment of this obligation by the User are fully borne by the User, as well as the risks of adverse consequences caused by the seizure by a third party of a one-time password and other data through which access to the Services, the Site or the GO2GO Application can be obtained on behalf of the User by a third party.

5.1.2. be liable for non-fulfillment or improper fulfillment of the requirements and conditions set forth in this Agreement, and also understands all the consequences of its actions to register, use the Services of the Site and the GO2GO Mobile Application;

5.1.3. provide the Contractor with complete, valid and reliable data (including personal data) when registering on the site or in the GO2GO Mobile Application;

5.1.4. to meet all the requirements imposed on the User by this Agreement, in particular, to have the right to drive vehicles in accordance with the requirements of the current legislation of Ukraine, not to have contraindications for driving provided for by the current legislation, to be at least 20 (twenty-one) years old, and the driving experience - at least 2 (two) years, to meet the requirements imposed by the current legislation of Ukraine to the person, who has the right to drive vehicles. These requirements for the User are not exhaustive;

5.1.5. to compensate for the amount of losses (damages) caused to the Contractor arising as a result of violation by the User of any guarantees or obligations under this Agreement. The amount of damage (damage) is determined by the Contractor himself unilaterally or by assessing the service station, expert and/or appraiser or insurance company. The User unconditionally agrees to compensate the Contractor for losses (damages) determined in accordance with the terms of this clause of this Agreement within 7 (seven) from the date of sending the relevant request by the Contractor to the User, including, but not limited to, by sending the request to the User's e-mail. The Contractor, at its own discretion, chooses the way to assess the amount of damage (damage) caused, with which the User unconditionally agrees;

5.1.6. Get acquainted with the terms of this Agreement before ticking the checkbox "I agree with the offer agreement and the terms of service" in the GO2GO Application. A user who has not read and / or has not fully read the terms of this Agreement assumes all the risks associated with this;

5.1.7. to register only personally and not to register on behalf of another person, in the interests of a third party or to transfer registration data to third parties;

5.1.8. use, link (add) to the GO2GO Mobile Application and Service bank cards that belong exclusively to the User personally;

5.1.9. independently ensure the proper speed of the Internet connection of the Devices for using the Site and the Mobile Application;

5.1.10. Before using the Services of the GO2GO Website and Mobile Application, make sure that its Device has the necessary characteristics for this. All issues of acquisition (receipt) of access rights to the Internet, purchase and installation of appropriate Devices and software products for this are resolved by the User independently and at his own expense and are not subject to this Agreement;

5.1.11. independently monitor (track) changes in the terms of this Agreement on the Site and/or in the GO2GO Mobile Application;

5.1.12. do not use any technologies and do not take any actions that may harm the GO2GO Site and Mobile Application, the interests and property of the Contractor;

5.1.13. make the actions provided for in this Agreement aimed at using the car and concluding this Agreement, joining its terms;

5.1.14. settle claims and claims on its own and at its own expense, and compensate the Contractor for losses (damages) in full caused by the User's failure to comply with the terms of this Agreement and/or violation of traffic rules and/or current legislation of Ukraine;

5.1.15. notify the Contractor, as soon as possible, but not later than the next day, about the change of mobile phone number, e-mail and other data (passport data, driver's license, place of registration, etc.) specified by the User during registration. The user bears all the risks of adverse consequences associated with the absence of such a message;

5.1.16. provide the Contractor, by the methods specified in this Agreement and its Annexes, when a person joins this Agreement (concluding the Agreement), a photo of his driver's license (on both sides), his passport (first page and registration page and / or all pages with data), other documents and information requested by the Contractor;

5.1.17. sign (electronically) at each rental of a car the Act of acceptance of the car transfer using the functionality of the GO2GO Application to get the car and start the rental;

5.1.18. use the Car in strict accordance with this Agreement, instructions and recommendations of the Contractor, including the Support Service, take all possible measures to prevent damage to the Car and carry out normal wear and tear of the Car;

5.1.19. control the Car on its own (only in person). Transfer of control of the Car to third parties under your account (account) is prohibited;

5.1.20. ensure the safety of the Car, the Property in the Car and the Documents in the Car from the moment of receiving the Car in accordance with the terms of this Agreement;

5.1.20. comply with traffic rules and other requirements of the current legislation of Ukraine when using the Car;

5.1.21. in a timely manner, in accordance with the terms of this Agreement, make any payments stipulated by the Agreement, to ensure the balance of funds on the bank card in an amount sufficient to make all payments provided for in this Agreement;

5.1.22. at the end of the use of the Car, return it to the Contractor in proper technical condition no worse than when the Car is accepted by the User in the manner prescribed by this Agreement;

5.1.24. have with you all the necessary permits, documents (including passport, driver's license, etc.) that may be required (to be requested before presentation) to the User in accordance with the current legislation of Ukraine when using the car and the GO2GO Service;

5.1.25. At the end of use, leave the Car in accordance with this Agreement, with all Property and all Documents that were in the Car when the User rents a Car, or should have been in the Car in accordance with the terms of this Agreement and / or the current legislation of Ukraine, if the User has not notified the Contractor of their absence and / or damage when accepting the Car for rent. If the Car does not have access to the GPS system and/or the Internet, and/or to mobile networks in the intended place of leaving the Car, the User undertakes to re-park the Car in a place where there is access to the GPS system and/or to the Internet, and/or to mobile communication networks.

5.1.26. replenish the fuel level in the Car in the cases and in the manner prescribed by this Agreement. To prevent the completion of car sharing (rental), if the indicator of the minimum remaining fuel level in the tank is on in the Car and / or the User received sms, push notification, an indication appeared about the need to refuel the Car in the GO2GO Application (any message separately and / or any combination of messages);

5.1.27. to cover, unconditionally in full, all losses (damage) caused by damage to the Car if the User has not registered an accident and/or Damage to the Car, with the police authorities (without leaving the scene of the accident and/or the place of Damage to the Car) and/or did not inform about the fact, place, time and circumstances of the accident and/or Damage to the Contractor's Car immediately after the User has learned about it.

5.1.28. pay in favor of the Contractor the cost of car repair, in accordance with the assessment methodology specified in clause 5.1.5 of this Agreement, in case of damage by the Contractor and/or the Next User, police and/or other competent authority, if such damage has not been reported to the Support Service and such damage is not recorded by the police, other competent authorities (registered in accordance with the Law), in accordance with the procedure provided for by the terms of this Agreement.

5.1.29. use, pre-switch to a special tariff, which reduces liability in case of damage;

5.1.30. switch to a special tariff and/or bear additional liability in accordance with this Agreement and insurance conditions, if, on the basis of the provisions of this Agreement, the Contractor decides to provide the GO2GO Service to a User that does not meet the requirements established by the User Agreement by age and/or driving experience;

5.1.31. strictly comply with the requirements of all attractions, instructions, information signs that are in the Car, marked on it, as well as on the Site and in the GO2GO mobile application. All risks of adverse consequences associated with the User's violation of this obligation fall on the User;

5.1.32. in case of detection of visible damage to the Car (both external and inside the cabin, including interior pollution), as well as in case of detection of loss or damage to the Property and/or Documents that are in the Car or must be in the Car, before using the Car and signing by the User of the act of acceptance and transfer of the Car (carried out electronically in the GO2GO Application), report this to the Contractor's Support Service and send a photo of damage or dirt Car using the functionality of the GO2GO Application. In case of non-fulfillment of the specified obligation on the part of the User, it is considered that the User accepted the Car without damage, in proper technical condition with all Property and Documents and the User has no right to refer to the fact that such losses, defects, damage, pollution arose before the use of the Car by the User and liability and fines provided for in this Agreement may be applied to the latter;

5.1.33. to issue the acceptance and transfer of the car in accordance with Section 11 of this Agreement;

5.1.34. take all measures provided for in Section 17 of this Agreement, and immediately notify the Support Service (from the scene of the incident) in the event of an accident and/or Damage to the Car, theft of Property and/or Documents, disappearance (theft, theft, evacuation, etc.) of the Car;

5.1.35. immediately notify the Contractor (Support Service) and take all possible and dependent on the User, in case of evacuation of the Car during the period of use (valid rental, car sharing), as well as at the end of the trip (rental, car sharing), if the threat of evacuation and / or evacuation arose in connection with the actions (inaction) of the User. Ensure their participation in the execution of the protocol on an administrative

offense, if necessary. The User is obliged to ensure, as well as take all possible and dependent measures to ensure the return of the Car from a specialized (penalty) parking lot independently and at his own expense and leave it, observing the requirements of this Agreement. If the Car is returned by the Contractor's employees, the User fully compensates the Contractor for all expenses incurred by the Contractor for the evacuation of the Car, for paying for the maintenance of the car in a specialized (penalty) parking lot, administration, and also provides the Contractor with all the documents necessary for the return of the Car at the place and time specified by the Contractor in the notification sent to the User.

5.1.36. immediately stop driving, if necessary, turn on the alarm and put an emergency stop sign, notify the Support Service and follow the instructions of the Support Service operator, in case of any damage / descent of the Car tires during its use, which excludes the possibility of further movement or threatens with more serious damage to the tires of the car;

5.1.37. to ensure the availability of funds on the account of the User's mobile phone and/or other Device in a timely manner, independently and at its own expense in an amount sufficient to use the mobile Internet, as well as to make incoming and outgoing calls when using the GO2GO Service;

5.1.38. pay additional costs associated with the operation of the Car and those that are not covered by the Contractor in accordance with the terms of this Agreement with their own funds, in particular, to pay for the movement of the Car on toll roads, parking in paid parking lots (parking lots), etc.;

5.1.39. In case of any application of the User to the Support Service, immediately provide, at the request of the Operator of the Support Service, control information, namely:

5.1.39.1. series, number and date of issue of the passport, driver's license of the User

5.1.39.2. date of registration of the User in the GO2GO service

5.1.39.3. date of birth of the User

5.1.39.4. the first or last four digits of any bank card of the User tied to the service

5.1.39.5. e-mail address, registration

5.1.40. independently ensure the activation of the SMS-informing service about debiting from the card through the issuing bank of the bank card and independently track these write-offs;

5.1.41. comply with other provisions of the current legislation of Ukraine, the provisions of this Agreement and the legal requirements of the Contractor.

5.2. The user has no right to:

5.2.1. make any improvements / deterioration in the Car, change any technical characteristics, mount (dismantle) any equipment, devices in the Car, carry out repairs (regardless of the degree of complexity) or organize its implementation by third parties, if such actions are not agreed with the Support Service in cases clearly provided for in the Agreement;

5.2.2. dispose of the Car in no way (including transfer for use and / or sublease, pledge, sell, etc.), as well as transfer to any third parties their rights under this Agreement, allow third parties to drive the car.

5.3. The user has the right to:

5.3.1. require the Contractor to fulfill its obligations under this Agreement;

5.3.2. use the GO2GO Service, use a car sharing (rental) car in accordance with the terms of the Agreement and the requirements of the current legislation of Ukraine;

5.3.3. replenish the fuel level of the permitted brand without using the GO2GO service fuel card (only in cases of its breakdown, absence), on its own initiative (with prior agreement with the Support Service) and at its own expense in accordance with the rules provided for in the Agreement. The Contractor has the right to

compensate the User for the cost of such gas stations by providing, accruing bonuses (virtual bonuses that can be used in the GO2GO service);

5.3.4. pay an additional tariff that excludes the use or reduces the amount of liability in the event of an accident and / or Damage to the Car, if such a service is offered by the Contractor.

5.4. The Contractor shall:

5.4.1. provide the User with a Car with Documents that are in the Car or in electronic form in the GO2GO mobile application or transmitted by other legal means, including through instant messengers, photos, etc., and the Property located in the Car. Acceptance and transfer of the Car is executed in accordance with Section 11 of this Agreement;

5.4.2. bear the costs of maintaining the Car, insurance of civil liability of users (CTP), as well as other costs arising in connection with its normal operation for the purpose provided for in this Agreement;

5.4.3. provide refueling of the Car with fuel and lubricants at its own expense, if the tariff plan provides for the use of the car with compensation by the Contractor for fuel consumption or to compensate the User for the cost of fuel that was previously paid by the User at his own expense and in accordance with the terms of the Agreement under the previous, separate, agreement with the Contractor;

5.4.4. make settlements with the User in accordance with the actually provided services of the service and / or additional services, fines, costs, etc., provided for by the Agreement, current legislation, decisions of the relevant competent authorities;

5.4.5. provide the calculation of the cost of travel to the User using the personal account on the Site or in the GO2GO Mobile Application.

5.4.6. notify the User about the fact of debiting funds in all cases by displaying the relevant information in the mobile application, or in another convenient way, including by phone, e-mail, SMS, etc.

5.5. The Contractor has the right to:

5.5.1. refuse to register, as well as not to enter into an Agreement with a person who does not meet the requirements specified in this Agreement, as well as if the Contractor has reason to believe that the registered person may allow a violation of this Agreement;

5.5.2. to change this Agreement unilaterally. At the same time, the Contractor shall notify the User of such changes by posting a new version of the Offer Agreement on the Site, in the GO2GO mobile application, including in the form of a link. Additionally, the Contractor has the right to send a notification about the change of the Agreement and or issue a new edition through: sms, email, GO2GO mobile application. The new version of this Agreement or changes come into force from the moment they are posted on the Site or in the GO2GO Mobile Application. The user accepts the new terms or the new version of the Agreement by any of the following actions: joining a bank card, starting a trip, completing registration, or by clicking the "familiar" button in the GO2GO mobile application;

5.5.3. send the User any messages, information and mailings in any format, provided that their content meets the requirements of the current legislation of Ukraine and the terms of service;

5.5.4. require the User to fulfill his obligations under this Agreement;

5.5.5. debit funds from the User's bank card to pay the User's monetary obligations to the Contractor in accordance with this Agreement, including, in cases provided for in this Agreement, without acceptance (without obtaining additional consent of the User);

5.5.6. to carry out video and electronic surveillance in the Car, including obtaining information about the status of the Car sensors;

5.5.7. determine, change the procedure and rules for using the GO2GO Service and the use of Cars in compliance with the procedure provided for in this Agreement;

5.5.8. monitor the safety of the Car and the technical condition of the Car;

5.5.9. to terminate the provision of the GO2GO Service to the User and, if possible, provide the latter with an alternative Car, if there are grounds to assume that further use of the Car entails the risk of its damage, or the risk of harm to the life and health of the User and / or third parties;

5.5.10. conduct various advertising and marketing campaigns with the placement of the terms and conditions of such promotions on the Site or in the GO2GO Application;

5.5.11. block the possibility of using the GO2GO Service in whole or in part, in case of suspicion of the User's good faith (in particular, suspicions of attempted theft/theft of the Car, inability to debit funds for the services provided or insufficiency of such funds, etc.);

5.5.12. block the provision of services and demand an immediate return of the car in case of distrust of the User by the Contractor;

5.5.13. set a limit on the amount of fuel to be refueled in the Car using a fuel card;

5.5.14. transfer the right to claim debts formed by the User under this Agreement to the Contractor to any third party (persons), in accordance with the current legislation of Ukraine without consent to such transfer of the User, but with subsequent notification of the User about such transfer; 5.5.15. make outgoing calls to the User and send him voice and other messages containing information about the status of debt, other information relating to the provision of the GO2GO Service, information on changes in the terms of the Agreement (including tariffs), new services, news, as well as advertising messages to the User's mobile phone number specified during registration (or to other numbers notified by the User to the Contractor under the terms of this Agreement), as well as send all the above information to the e-mail address specified during registration (or to another e-mail address notified by the User to the Contractor under the terms of this Agreement);

5.5.16. to write off from the bank card the payments attached (tied) by the User for the provision of the Service and provided for in the Agreement, at any time before the moment of completion of the car sharing (rental) in a non-acceptance manner (does not require additional consent of the User);

5.5.17. check the balance of the card before the trip and during the trip, by temporary blocking (freezing) of funds in the amount necessary for making payments, the User's rating and according to the Contractor's own conviction.

5.5.18. to transfer the User to an increased tariff for the use of services unilaterally, in case of violation by the User of any condition of this Agreement.

5.5.19. other rights established by the Agreement and arising from the essence of obligations under the Agreement.

6. Payment procedure

6.1. For using the GO2GO Service, the User pays the Contractor a fee in accordance with the Tariffs and other terms of the Agreement.

6.2. Payment is made by non-acceptance (without additional approval) debiting of funds from a bank card attached (tied) by the User to the service.

6.3. The cost of parking included in the tariff is not paid by the User, and in case of leaving the car in other parking lots, including private parking lots, paid parking lots of shopping centers, airports, etc., are paid by the User independently at the expense of the User.

6.4. In case of changes in tariffs in the GO2GO service by the Contractor, made while using the Service by the User, the calculation of the cost for using the Car is made on the basis of the Tariffs that will be valid at the time of the start of the service (booking, start of the trip). When calculating, the contractor has the right to round the total amount to as much as hryvnia upwards.

6.5. Payments under the Agreement shall be made by debiting funds from a bank card added (linked) by the User. The Contractor has the right to involve agents (payment systems, banks) in the process of accepting payments.

6.6. In case of insufficient funds or impossibility of debiting from the main bank card specified (selected) and linked by the User to the GO2GO Service, the Contractor may debit funds for payments stipulated by the Agreement from any cards attached (tied) by the User to the GO2GO Service;

6.7. Write-off of funds is carried out in accordance with the terms and conditions of the service, at the discretion of the Contractor, including, but not limited to:

6.7.1. in advance - in advance, at the time of the start of the trip;

6.7.2. after payment - payment after the end of the trip, causing damage, fines;

6.7.3. during the trip - partial or full write-off for the services provided during the period of use;

6.7.4. by blocking (freezing) funds (collateral) on the User's card attached (tied) to the service by the User and subsequent full or partial payment for services from the blocked amount, with the return to the User of the unused balance of the frozen (blocked) amount.

6.8. The Contractor has the right to debit from a bank card attached (tied) by the User to the GO2GO Service any payments due to the Contractor at any time, including before the moment of completion of the car sharing (rental).

6.9. The deposit (the amount blocked before the start of the first trip per day) is established and determined by the Contractor as corresponding to the level of safety, sufficiency for the trip and payment for the services provided.

6.10. The Contractor may unilaterally raise or reduce the amount of blocking for each individual specific User, group of Users, depending on their rating and according to their beliefs.

6.11. Funds are debited in excess of the blocking amount, and the amount of blocking is unlocked on a bank card attached (linked) by the User at 01 (first) hour 15 minutes of the day following, on the day of the trip and not earlier than the deadlines established by the relevant bank, payment system, etc.

6.12. The amount of the deposit is blocked only on the first trip per day, further trips are carried out without blocking the amounts, but are possible if there is a negative account balance with the User in the GO2GO service.

6.13. In case of absence of funds on the User's card in excess of the blocked amount, the write-off will be made from the moment of completion of the trip until 01 (first) hour 15 minutes of the day following the day of the trip. In this case, the write-off is made by withholding the amount for the services provided from the blocked amount (pledge) and unlocking the rest of the User's account/card, while unlocking will be carried out in accordance with the rules of the payment system, GO2GO service and the bank. If the amount of the trip and/or services provided is greater than the amount of the deposit, the amount of the deposit will be debited in full, and the unpaid balance will be shown as a negative amount on the User's account in the GO2GO mobile application or in the personal account on the Site.

6.14. The Contractor shall notify the User about the lack of funds on the User's bank card by displaying the relevant information in the User's personal account on the Site or in the GO2GO Application (including, but not limited to, by sending sms and push notifications to the User), as well as when trying to use any services within the GO2GO Service.

6.15. The User may be refused to make payments using a bank card in cases stipulated by law and this Agreement, in particular, in the absence of the option of a bank card to make Internet payments, insufficient funds on a bank card, incorrect entry of bank card data, expiration of a bank card, blocking of the service by the payment system, etc.

6.16. In case of insufficient funds on a bank card, or the Contractor's inability to write off funds from a bank card for any other reasons, as well as if the User fails to fulfill any monetary obligation in favor of the Contractor, the User undertakes to pay in full the cost of car sharing (rental) of the Car and other payments under this Agreement no later than 24 hours from the moment of completion of car sharing (rental) of the Car, but in any case, within 24 hours from the moment the Contractor sends the relevant request to the User by e-mail, including fines of authorized bodies, or expenses incurred by the Contractor in connection with the User's violation of the terms of this Agreement. Notifications of fines, expenses, are sent by the Contractor to the User by e-mail linked to the User's account (account record). The Contractor has the right to assign the status of debtor to the User and block access to the GO2GO Service in full or in its separate part (the Contractor shall notify the User of such blocking in any way convenient for the Contractor), until the User fully repays the debt arising to the Contractor.

6.17. The Contractor has the right to send relevant information (including personal data of the User) to the authorized bodies to bring the User to administrative and/or criminal liability, as well as to organizations that recover funds in case of non-fulfillment by the User of his obligations to pay and/or the need to identify the driver, violator, witness, etc., by the relevant state or municipal body, enterprise, organization, in accordance with the requirements of this contract and current legislation.

6.18. The User has the right to contact the Contractor by e-mail at the e-mail address: info@GO2GO.rent or to the phone number of the Support Service in case of erroneous debiting of funds from the User's bank card. The Contractor has the right to require the User to provide a copy of documents confirming the erroneous write-off (account statements, passport, etc.). The Contractor shall consider this application no longer than 10 (ten) working days and take measures on it, except for cases when the User's funds were debited in accordance with the terms of this Agreement. Refunds are made to the User's bank account from which the debit was made, within 2 (two) working days from the date of the decision, unless a longer period is established (by internal banking procedures). The procedure for the return of funds is governed by the rules of international payment systems. Refunds in cash are not allowed.

6.19. The data of users' bank cards are stored directly by the Contractor's agent for collecting payments (payment system). Payment is made in accordance with the Rules of international payment systems. Compliance with the confidentiality and security of payment using the methods of verification, encryption and transmission of data over closed communication channels is the responsibility directly to the agent of the Contractor (payment system). The Contractor does not accept, consider or satisfy the User's claims arising in connection with the violation by the Contractor's agent (payment system) of the above obligations. 6.20. If the amount of write-off is less than 1 (one) hryvnia, the write-off is made in the amount of 1 (one) hryvnia, while the real amount of services provided for car sharing (car rental) is credited to the Contractor, and the rest (balance, change) is credited to the User's bonus account and can be used for further use of the service.

7. Personal data

7.1. The User agrees to the processing by the Contractor of personal data provided by the User (as well as received by the Contractor from any third parties): name, date, month and year of birth, place of birth, series and number of the identity document (passport or other document that replaces it), information about the registration address at the place of residence, driver's license data, contact details, including (but not limited to) phone number, e-mail address, data on the presence (absence) of medical contraindications to the use of the vehicle, biometric data (photos), data on the place of work, position, as well as other personal data, and confirms that, giving such consent, acts of its own free will and in its own interests.

7.2. Consent to the processing of personal data is given by the User for the purposes of concluding and executing this Agreement, providing additional services, participating in promotions introduced by the

Contractor, surveys, research (including, but not limited to, conducting surveys, research via electronic, telephone and cellular communication), making decisions or performing other actions that give rise to legal consequences regarding the User or other persons, the User's understanding of the information provided Contractor of the service.

7.3.The processing of the User's personal data is carried out by the Contractor to the extent necessary to achieve each of the above goals in the following possible ways: collection, recording (including electronic media), systematization, accumulation, storage, compilation of lists, labeling, clarification (update, change), extraction, use, transfer (distribution, provision, access), depersonalization, blocking, deletion, destruction, cross-border transfer of personal data, obtaining an image by photographing, as well as performing any other actions with the User's personal data, taking into account the current legislation of Ukraine. Processing is carried out both with the help of automation tools, and without the use of such tools.

7.4.The User confirms that the consent given to them to the processing of personal data is valid indefinitely from the moment the User provides the Contractor with these data.

7.5.The User has the right to withdraw his consent to the processing of personal data by submitting a corresponding written notice to the Contractor at least 60 (sixty calendar) days before the withdrawal of consent, while the User recognizes and understands that access to the use of the Services of the Site and the GO2GO Mobile Application will not be provided by the Contractor from the moment when the Contractor has lost the ability to process the User's personal data. A written application can be submitted by e-mail info@GO2GO.rent.

7.6.The User acknowledges and confirms that if it is necessary to provide personal data to achieve the above goals to a third party (including authorized state bodies), as well as when involving third parties in the performance of work (provision of services) provided for in the Agreement, when the Contractor transfers its functions and powers to another person (assignment, including to consider the possibility of concession and decision on transfer, debt collection, etc.), the Contractor has the right, without obtaining additional consent from the User, to disclose for the above actions information about the User to the required extent to such third parties, their agents and other persons authorized by them, as well as to submit to such persons the relevant documents containing such information, in compliance with the requirements of the current legislation of Ukraine.

7.7.The User acknowledges and confirms that the consent to the processing of the User's personal data is considered to be issued by him to any third parties, taking into account the relevant changes, and any such third parties have the right to process personal data on the basis of this consent.

7.8.The User acknowledges and confirms that if the Contractor considers the issues of assignment (assignment) of the Contractor's rights under contracts concluded with the User, consent to the transfer of the User's personal data and data on contracts concluded by the User to third parties – probable (potential) Assignees to resolve the issue of concluding a cession agreement with the Contractor – is considered unquestioningly provided by the User to the Contractor. In case of assignment by the Contractor of its rights under this agreement, the Contractor has the right not to send a notification to the User about this.

7.9.The User agrees to receive from the Contractor advertising messages containing advertising of goods and services sold by the Contractor and / or its partners and / or other third parties, to the e-mail address and mobile phone number (including accounts linked to it in WhatsApp, Viber, Telegram, etc.) specified by the User during the registration process, as well as other e-mail addresses and mobile phone numbers (including accounts linked to them in WhatsApp, Viber, Telegram, etc.) messengers notified by the User to the Contractor in accordance with this Agreement. If the User applies to the Contractor with a request to stop distributing advertising messages to his address, the Contractor undertakes to immediately stop such distribution to the User who made the appropriate request.

7.10. The User agrees to write off by the Contractor or the agent (payment system) attracted by the Contractor (payment system) of funds from the User's bank card (a bank card specified by the User) to repay

any payments provided for in this Agreement without acceptance, without obtaining the additional consent of the User, including, thus, rewards for the provision of the GO2GO Service, fines, penalties, damages, expenses of the Contractor, arising in connection with non-fulfillment and/or improper performance by the User of the Agreement, the amount of additional and special tariffs (including subscription fees), franchise amounts, other amounts in cases stipulated by the current legislation and this Agreement.

7.11. The User agrees to the Contractor recording the User's conversations with the Contractor's Support Service and provide such a record to third parties.

7.12. The User agrees that the Contractor and/or his partners (payment systems) during the term of this Agreement store the data of the User's bank account and/or bank card, within the limits permitted by law and necessary for making payments through which the User pays for the GO2GO Service.

8. Tariffs

8.1. All tariffs are indicated in the national currency of Ukraine, UAH. Tariffication occurs per second.

8.2. The tariff plan cannot be replaced by the Contractor during the period of active use of the service by the User (actual use of the car), except as provided for in this Agreement.

8.3. The user has the right to replace the fare during the trip, if such an opportunity is realized for such a fare. At the same time, the old tariff will be canceled without returning the balance of funds paid for it in advance, and the new one will be involved.

8.4. The tariff plan may be unilaterally changed by the Contractor, in this case the old tariffs will not be valid, and will not be shown (selected) in the mobile application and / or on the Site, as valid, or will be shown as archived tariffs.

8.5. The tariff may be reduced or increased by the Contractor, provided that the documents, age, driving experience, and other reasons regarding the User do not comply, which the User is notified of in a convenient way for the Contractor. Also, the Contractor may offer the User an individual tariff plan, which is not provided for by the terms of the site and/or the GO2GO mobile application. In this case, the parties agree on the tariff plan by a separate agreement, including by sending a separate agreement, a letter to the User's e-mail, placing an additional tariff in the GO2GO mobile application.

8.6. Tariffs can be per minute, hourly, daily, including the cost of fuel and do not include, with limitation of liability in case of damage to the car or without it, deposit and without it. Tariffs can be limited (with a certain amount of allowed mileage per day, hour, period) and unlimited.

8.7. Some tariff plans exist on the rules of the subscription, when the User pays the amount of the rental (subscription), and additional services (mileage, minutes, exceeding the mileage standards or minutes) are paid separately in accordance with the rules of this Agreement and the GO2GO Service.

8.8. Rental may or may not include the cost of fuel displayed in the tariff plans in the GO2GO mobile application and/or on the Site. In case of discrepancy between tariffs on the Site and in the mobile application, tariffs from the Application have priority.

8.9. "Paid booking" - the cost is indicated according to the package selected by the User, but not less than 0 (zero) UAH. 99 (ninety-nine) kopecks per minute. The tariff starts to operate when the User has exhausted the "free booking" and/or the tariff selected by the User provides for a paid reservation.

8.10. "Waiting" and/or "parking" – the cost of the service is set according to the tariff plan chosen by the User, but not less than 0.99 (ninety-nine) kopecks per minute. The tariff starts in force if the User selects the "waiting" function when parking a car. The "waiting" tariff will be charged automatically when the User puts the car in the "transmission" mode, and then the same User removes the car from the same mode, in this case, for the entire period of the car's being in the "transfer" mode, the "waiting" tariff will be charged, in accordance with the per minute tariff, excluding daily allowances and other discounts.

8.11. "Transfer" - the cost of the service is determined in accordance with the current tariff plan. The accrual of the cost begins from the moment the car is switched to the "transfer" mode and until the car is removed from this mode by any User. If the User who put the car in the "transmission" mode independently removes the car from the "transmission", the entire time the car is in this mode will be calculated according to the "waiting" tariff.

8.12. "Per minute rental" - the cost of the service is determined according to the tariff plan selected by the User, the payment is charged based on the tariff per minute of car use or per minute and distance.

8.13. "Hourly rental" - the cost of the service is determined according to the tariff plan selected by the User. The rental price is charged for the ordered number of hours. Distance payment may be charged additionally if the User has exaggerated the volume of services included, or the tariff provides for payment for the distance additionally.

8.14. "Daily rental" - the cost of the service is paid according to the tariff plan selected by the User. The rental price per day is charged in advance, and if the User wishes, after the expiration of 24 (twenty-four) hours from the moment of starting to use the car. In case of using the car for less than 24 (twenty-four) hours, the payment is still charged for a full day, regardless of the period of use of the car. Distance payment may be charged additionally if the User has exaggerated the volume of services included, or the tariff provides for payment for the distance additionally.

8.15. "Promotional Tariff" is a tariff marked with a special mark, including %, which operates on special conditions specified in the Getmacar mobile application and/or on the Site. 8.16. "Deposit", "blocked amount" - the amount determined by the User depending on the User's rating and which can be blocked on the User's card at the time of start of use, booking a car. The specified amount is unlocked and/or returned immediately after the end of the trip in accordance with the terms of this agreement and the rules of the bank, payment system, in accordance with the terms specified in clause 6.11 of this Agreement.

8.16. "Pledge", "blocked amount" - the amount determined by the Contractor depending on from the User's rating, which can be blocked on the User's map at the time of start using, booking a car. The specified amount will be unlocked and/or returns immediately after the end of the trip in accordance with the terms of this agreement and rules of the bank, payment system, in accordance with the terms of certain clause 6.11 of this Agreement.

9. Use of the vehicle

9.1. The use of the vehicle is allowed only within the designated area (zone of use) and in accordance with the tariff plan chosen by the User.

9.2. The start and end of car sharing (rental) is carried out in accordance with and only in the area permitted by this Agreement (travel completion zone) and traffic rules. Departure outside the area where this Agreement allows the User to use the vehicle is strictly prohibited and punishable by imposing and charging a fine.

9.3. Any use of the vehicle can be carried out only on paved roads and in accordance with traffic rules.

9.4. It is not allowed to transfer control of the car to third parties under your account (account).

10. Car booking

10.1. To book a car, the User who has authorized in the Mobile Application selects a car on the map, presses the "book" button after selecting the tariff by swipe (propolism) the fare marks to the right or left, at the bottom of the smartphone.

10.2. Reservation takes place for a period of 20 (twenty) minutes free of charge, after the expiration of 20 (twenty) minutes, the reservation becomes paid and is calculated according to the tariff "waiting" ("parking"), and if such tariff is not provided for the selected package, at a rate of 1 (one) UAH. 00 kopecks. per minute. In this case, the fare can be charged as a write-off for the reservation and write-off at the "waiting" tariff,

which is applied automatically if 20 (twenty) minutes are exceeded and / or more than three bookings were made within 24 (twenty-four) hours;

10.3. To cancel the reservation, the User can click the "cancel" button in the GO2GO Mobile Application. Cancellation is free of charge.

10.4. Free bookings are available 3 (three) times within 24 (twenty-four) hours of prior booking. After using three free bookings, within 24 hours, each subsequent booking is paid by the User. Payment for such a reservation is made by automatically transferring the User to the "Waiting" tariff. The number of bookings is measured in times. Three bookings pop up regardless of how long each of them was made.

10.5. If the Car is in the booking within 40 (forty) minutes or more, the GO2GO service will send a request to the User's payment card to block the amount of the deposit for the trip. In case of blocking the required amount – the reservation will continue until the User and/or Customer Support has disabled the reservation or the User starts the trip. In the absence of the deposit amount on the card, the reservation will be canceled automatically, and the amount owed for the paid booking will be debited from the card and/or reflected as indebtedness in the GO2GO mobile application.

10.6. The support service has the right to unilaterally cancel the reservation if at least 40 minutes have passed since the moment of booking. In this case, the Support Service tries to contact the User. Cancellation is possible, including if it is impossible to notify or contact the User. Cancellation is a right, but not an obligation, of Customer Support.

10.7. If there is a "reduction of liability" function, the booking function is connected only from the moment of making a choice about the use or refusal to use the "reduction of liability" function.

11. Reception of the car by the User

11.1. Reception and transfer of the Service Car is carried out between the Contractor and the User by drawing up an electronic act of acceptance and transmission, namely: photographing the car by the User, existing damage, or the User's refusal to take a photo. The user is invited to take a photo of the car from 4 angles, the indicated angles are noticed in the mobile application. The number of photos is not limited to four and the User can take any number of photos.

11.2. The User receives the car by inspecting the car and filling in the electronic act of acceptance and transmission by adding a photo through the GO2GO mobile application.

11.3. When receiving a car, the User has the right to refuse to accept the car if the car has significant damage, dirt, other reasons, about which the User is obliged to inform the Support Service in advance.

11.4. The User's refusal to draw up an electronic act of acceptance and transfer can be made by refusing to start or end the trip. At the same time, in case of refusal at the beginning of the trip, the trip cannot be started, in case of refusal at the end of the trip, the trip cannot be completed.

11.5. If damage is noticed on the car that is not marked by the User with special stickers, the User must immediately notify the Contractor by phone and/or through the mobile application.

11.6. In the event that at the beginning and / or completion of car sharing, the User did not take photos of the Car, or were taken from a different angle and / or from the photo it is impossible to determine the presence / absence of damage (taken from an invisible angle of the photo), the risk of impossibility of proving the damage lies fully with the User.

11.7. If the User has technical difficulties with adding a photo, he must immediately send the Contractor a photo of the Car from certain angles at the time of the beginning and end of the trip, through any messenger (viber, Telegram, facebook messenger).

11.8. To receive a car, the User is allowed to enter the car, that is, the car door will be opened. Free time set in the Mobile Application is provided for car inspection.

11.9. Acceptance of the Car, as well as Documents and Property in the Car, does not require signing any acts on paper (however, requires the User to sign the act of acceptance and transfer of the Car in electronic form using the functionality of the GO2GO Application, which, by agreement of the Parties, is equivalent to signing the act of acceptance and transfer on paper), other documents, and is carried out by signing with the help of a certain set of actions, described in this Agreement, in the GO2GO Mobile Application;

12. Warming up the car

12.1. The function is available in the cool season and / or in other seasons of the year according to the conclusions of the Contractor.

12.2. The function can be connected by the User through the "settings" section in the GO2GO application, if this function is activated by the Contractor in the service at this time of the year.

12.3. The function allows you to start the engine and warm up the car.

12.4. It is provided free of charge, except for cases when the User started driving a car during the operation of this function and / or has exhausted the time for free warm-up of the Car.

12.5. To start the trip, during warm-up, you must press the "start the trip" button, wait for the warm-up time to expire, or start driving the Car.

12.6. After the expiration of the free time to warm up the car, the User will switch to the use mode automatically.

13. Radar

13.1. The function allows you to find cars free from rental within a radius specified by the User, notify the User of the availability of such cars and/or book a Car within a specified radius as soon as a free Car from car sharing (rental) appears.

13.2. When activating a function, its range in kilometers is selected. The radius is calculated from the location point determined by the geolocation.

13.3. When activating the function, an action is selected that must be performed after the detection of the car:

13.3.1. Notification means sending a push message or sms to the User.

13.3.2. Automatic booking of the car to be found

13.4. In case of automatic booking of the car, and non-response to the reservation after the expiration of the free reservation (if any), the accrual and debiting of funds for the paid booking will begin, in accordance with Section 10 of this Agreement.

14. End of the trip by the User

14.1. To complete the car sharing (rental, trip), the User should park (park, park) the car in a safe place allowed for parking vehicles in accordance with traffic rules and the conditions set forth in this Agreement.

14.2. To complete the car sharing (rental), the User turns off the engine by turning the key so as to unlock the instrument panel or presses the start/stop button (in Cars with factory keyless start), checks that the light in the car and outside (headlights, dimensions) is turned off, switches the automatic transmission mode to position "P" or leaves the car with a manual gearbox in first gear, completely closes and checks the fact of complete closure of all windows, puts the car on the handbrake.

14.3. After the User performs all the actions specified in clause 14.2 of this Agreement, the User leaves the Car and closes the Car door (closes it from the outside without closing with a key) and presses the "complete" button in the mobile application, thanks to which the door is locked.

14.4. Upon completion of car sharing (rental), in the GO2GO mobile application, the calculation of the trip and the offer to take a photo in certain angles appear to fix the condition of the returning Car. When the car sharing is completed, the car closes. If the Car does not close, the User is obliged to notify the Contractor of the specified circumstances and follow the instructions of the Support Service.

14.5. Car keys, CTP policy, car refueling card, car documents, other additional equipment remain in the car, namely, the keys in the ignition lock, documents and fuel card in the glove compartment, in a special place.

14.6. The User is considered to have returned the car (transferred, handed over the car), and the Contractor is considered to have accepted the car from the moment when the next User and/or employee of the Contractor, the authorized person of the Contractor accepts the car. All defects and damage to the car until the actual acceptance of the car by the next User and / or employee of the Contractor, the authorized person of the Contractor fall on the previous User who left the car.

14.7 The end of the trip takes place only in the end areas (special zones on the map), usually displayed in purple (the color can be slightly changed depending on the user's smartphone settings, the choice of day or night theme).

14.8 Completion in another zone (not the end zone) cannot be carried out by the User, in this case, the GO2GO mobile application will indicate the absence of a zone and offer to continue the trip, put the car in the "transfer" mode or in the "standby" mode.

14.9 Completion in the allotted completion areas is free of charge and is not charged by any fare, except in cases of completion of trips in special completion areas.

14.10 In the GO2GO mobile application, there are special completion zones that are highlighted in a separate color, may have an additional mark (marker on the map), highlighted in a separate color.

14.11 Special completion zones – areas in which you can complete the trip due to special conditions, including areas with paid completion. These zones include:

14.12 Areas with paid completion are areas where additional fees are charged for the end of the trip. Yellow color (the color may vary depending on the setting of the User's mobile device, the choice of the display theme, etc.), in the zone or near it, on the map in the GO2GO mobile application there is a mark with the amount that will be withheld at the end of the trip. By clicking (clicking) on the marker, you can learn more about the terms of completion or get a link on the site for further viewing of the information.

14.13 End Zones for corporate Users shall mean separate zones to which a separate color and conditions are assigned. Zones are valid only for a certain circle of users and cars.

15. Areas with paid end of the trip

15.1. Zones with paid completion are marked on the map in yellow with a marker on which the amount that will be written off in addition to the amount of the trip at the end of the trip in this zone is indicated. The GO2GO mobile application will additionally notify you of the withdrawal of payment and grant the right to continue the trip or leave the car here.

15.2. At the end of the trip in these zones, payment will be charged, in addition to the amount of the trip that took place.

15.3. The amount of payment is always indicated on the marker and is the same for all zones with a paid end of the trip.

15.4. Payment is charged only if the User started the trip in the usual end zone or user area, and completes the trip in the zone with a paid end of the trip.

15.5. Payment paid by the User for the completion of the trip in the zone with a paid completion will be returned to the User's bonus account if within 24 hours he travels from any zone with paid completion on any service car to the usual completion zone.

15.6. If the trip is carried out by the User from the zone with paid completion to another zone with a paid end, payment for the end of the trip is not charged, and if the trip was made during the period when the User had to accrue bonuses, they will not be credited until the car is moved by the User and the trip is completed in the usual zone (with free completion).

15.7. If the User takes any car in the zone with paid completion and leaves it in the usual completion zone (free zone), while the User did not have a period in which bonuses can be credited, the User will be credited with bonuses in the amount of 50% of the cost of completing the trip in the zone with paid completion, as a bonus for using the service.

16. Selfie Script

16.1. The function allows for additional identification of the User, during the start of the trip, before starting the car engine, etc.

16.2. The script selfie function is activated at the beginning of the trip after drawing up the act of acceptance and transmission, in electronic form or during the period of use, after exiting the standby mode.

16.3. The work of the function consists in offering the User to take a selfie (own photo), after which the artificial intelligence algorithm compares the User's photo with a photo selfie taken during registration and/or other photo selfies taken by the User in the service.

16.4. Starting the car will be unlocked after recognizing the User's face, unless another setting is set by the Contractor.

16.5. The scenario selfie function is based on artificial intelligence, therefore, according to the algorithm, the intelligence can connect the specified function at any time. The function never connects while the car is moving.

16.6. If the User's photo is not recognized, the system may automatically block the possibility of making a trip.

16.7. Starting a selfie script, blocking a car, engine, etc., is a right, but not an obligation of the Contractor. Admission and unlocking of the car cannot indicate that the Contractor is 100% convinced of the admission of the proper driver to the car. The risk of unauthorized persons entering the car remains with the Users.

16.8. The user may refuse to take pictures of selfies, in which case he will be asked to complete the trip in accordance with the location of the car and the terms of this agreement.

16.9. If the selfie has not been recognized, the User has the right to take a second selfie, or contact the Support Service for help.

16.10. The selfie period of the script is not charged to the User for 3 minutes.

16.11. Photos of selfies of the script can be moderated by the Contractor, its employees, personally.

16.12. Any actions aimed at substituting photos, manipulations performed by third parties in order to use the User's account (account) for the trip are regarded as fraud and illegal possession of an account (account), if this is done without the consent of the User, and if with consent, then a violation of the terms of this agreement.

17. User actions in case of car damage, accident

17.1. The terms of damage, accident are defined in Section 1 of this Agreement.

17.2. The User's procedure in case of damage to the Car, detection of damage to the Car, getting into an accident:

17.2.1. stop the Car, do not leave the scene of the accident, damage to the Car, including not to move the Car and objects around;

17.2.2. call the GO2GO Service Support Service from the place of accident, damage or place of detection of damage, following the operator's instructions to call the police or the relevant competent authority;

17.2.3. record and transmit the data of other participants in an accident: car numbers, car brands and models, name of the driver, his contact details, series and number of the CTP policy of other participants in an accident to an employee of the GO2GO Service Support Service;

17.2.4. at the request of the Support Service, take a photo of the damage and the scene of the accident, damage;

17.2.5. To issue, by drawing up the relevant documents, a case of damage upon arrival of the police crew and undergo a medical examination for the state of alcohol or drug intoxication.

17.2.6. wait for the arrival of the tow truck and / or a representative of the Service, the insurer, other persons and competent authorities;

17.2.7. transfer all documents on the case of damage to the Contractor, no later than the next day.

17.2.8. Reimburse the amount of "limitation of liability" and other expenses that are not reimbursed and / or if the damage is made in violation of the terms of this Agreement.

17.3. Procedure of actions of the User in case of theft, illegal possession of the Car:

17.3.1. Immediately, without leaving the scene of the incident, call the GO2GO Service Support, following the operator's instructions and staying on the spot immediately inform the police by phone, call the police crew or the relevant competent authority to the scene of the incident;

17.3.2. record and transmit the data of witnesses, an employee of the GO2GO Service Support Service;

17.3.3. issue, by drawing up the relevant documents, a case of abduction upon arrival of the police crew or in the district department at the direction of the police;

17.3.4. transfer all documents on the case of theft to the Contractor, no later than the next day from the accident.

17.3.5. Reimburse the amount of "limitation of liability" and other expenses that are not reimbursed and / or if the damage is made in violation of the terms of this Agreement.

17.4. In case of violation of the procedure, non-compliance or non-performance of actions specified in clauses 17.2, 17.3, non-compliance or ignoring the instructions of the Support Service, the User agrees that all risks and losses, costs will be borne by him.

17.5. Violation of the procedure and failure to take measures entails the imposition of fines and penalties on the User, defined by Section 20 of this Agreement.

17.6. In the event of an accident, theft/theft of the Car, the occurrence of any case of Car Damage, the User is guided by the instructions of the Contractor's Support Service and the terms of this Agreement, takes measures to preserve the Car, immediately (at the first physical opportunity) independently reports this to the Support Service (first of all), the police, draws up and receives (including in the police) the necessary documents provided for by the current legislation of Ukraine and the Insurance Rules (except in cases where the Support Service, by sending a corresponding notification, has provided other instructions, unless such instructions are contrary to applicable law). The User undertakes to transfer the documents (originals) specified in this paragraph to the Contractor. The user is strictly prohibited from recording the fact of an accident and/or damage to the Car without notifying the police and without the participation of police officers, including by issuing a Europrotocol with another participant (participants) of an accident;

17.7. The User is obliged to immediately (as soon as possible) notify the Support Service of theft / theft, any Damage to the Car, malfunctions, car breakdowns, accidents, claims of third parties regarding the Car and all circumstances as a result of which the Car may be damaged, about the loss of the right to drive the Car, about

the fact of loss or unsuitability of the Documents and Property in the Car, provide reliable information about these facts and follow the instructions of the Contractor (Support Service), as well as the requirements of current legislation;

18. Reduction of liability in case of car damage

18.1. The User has the right to purchase, for a fee, from the Contractor, an additional service, "reduction of liability", to reduce the amount of his liability to the Contractor in case of any Damage to the Car.

18.2. Reduction of liability does not allow the User to violate the terms of this Agreement, traffic rules, current legislation and will not be involved in the cases specified in paragraph 20.4 of this Agreement.

18.3. Reduction of liability is offered to the User by the Contractor by purchasing an additional service (option) by the User at the beginning of the User's booking of the car. If in the menu of the GO2GO mobile application, the User has turned off the "insurance" section, the tariff for reducing liability will not be offered.

18.4. The option to reduce liability offers a reduced amount of the User's financial participation in reimbursement of the cost of car repair in the event of an accident, damage to the Car, etc. The tariff is indicated as additional insurance (reduction of liability), a multiple of the fare for the trip is charged, and in case of switching the tariff mode (automatically or as a result of the User's actions), the tariff "reduction of liability" will continue to operate, according to the tariffication of the tariff plan for the use of the Car to which the trip was transferred.

18.5. Conditions under which the option to reduce liability does not work:

18.5.1. Damage was carried out and/or detected during and/or after using the car, if the User did not send to the Contractor, by adding in the GO2GO Application, a photo, from all sides, booked by the User of the car, both before and after using the Car, whether the attached photos were taken from an angle from which it is impossible to examine in detail the whole each individual external part of the Car and, as a result, determine the presence or absence of damage.

18.5.2. Conditions provided for in paragraph 20.4 of this Agreement.

18.6. Conditions, in the presence of a set of which it is possible to reduce the User's liability to the Contractor:

18.6.1. Before the start of the trip, the User took and sent to the Contractor using the GO2GO application photos of the car, which allow you to see as a whole every single external part of the Car and in those photos you can clearly see the external part of the car that is damaged in an accident and / or Damage to the Car, as well as clearly show the absence of damage before the start of the trip.

18.6.2. The User has performed all the actions specified in clause 17.2 of this Agreement.

18.6.3. There are no circumstances specified in clauses 18.5 and 20.4 of this Agreement.

19. Fuel

19.1. The car is refueled with a certain amount of fuel, the data on which is displayed in the GO2GO Mobile Application and on the Car's dashboard.

19.2. When using a car at a tariff by which fuel is not included in the cost of car sharing (rental), the User undertakes to return the car with the same amount of fuel (an increase in the level within the permissible volume of the fuel tank is allowed without further reimbursement of the cost of such an increase by the Contractor), of the same brand.

19.3. The User is obliged to refuel the car only with the type of fuel recommended by the Contractor and in the amount established by the Support Service.

19.4. In case of using the car at the tariff, which includes the cost of fuel in the rental price, when refueling the car at the expense of the User and with the prior separate approval of such refueling by the Contractor, the funds are reimbursed to the User's bonus account.

19.5. For each car refueling made by the User in accordance with the conditions specified in the mobile application or on the Site and agreed with the Support Service, the Contractor charges the User 50 bonuses.

19.6. Bonuses and refunds are accrued within 24 working hours from the moment of adding information about refueling by the User to the appropriate section and in the manner prescribed by the GO2GO mobile application.

19.7. The user bears the risk and responsibility for refueling the car with fuel of another brand, including fuel, which is not provided for this type of car. In this case, the cost of repairs and other costs (including, but not limited to, the cost of inappropriate fuel drained from the fuel tank and fuel system, the cost of detergents) will be reimbursed by the User in full.

19.8. When refueling a car, the User performs the following actions:

19.8.1. When refueling on the fuel card of the service:

19.8.1.1. Views the pin code of the card in the GO2GO mobile application in the "Refueling" section

19.8.1.2. Calls the Support Service regarding the required number of liters for refueling, type of fuel, etc.

19.8.1.3. Checks in to an accredited gas station specified in the GO2GO 19.8.1.4 mobile application. Refuels the car.

19.8.1.5. Before the start of the renewal of the car, he takes a photo of the refueling check against the background of the car dashboard.

19.8.1.6. Sends the above photo through the GO2GO mobile application.

19.8.2. When refueling at your own expense:

19.8.2.1. Calls the Support Service regarding the number of liters for refueling, type of fuel, notification of the desire to refuel at an unaccredited filling station.

19.8.2.2. Receives permission and recommendations from the Support Service

19.8.2.3. Refuels the car.

19.8.2.4. Before the start of the renewal of the car, he takes a photo of the refueling check against the background of the car dashboard.

19.8.2.5. Sends photos through the GO2GO mobile application.

20. Responsibility of the parties

20.1. For non-fulfillment or improper fulfillment of their obligations under the Agreement, the Parties shall be liable in accordance with the current legislation of Ukraine and this Agreement.

20.2. For non-fulfillment or improper fulfillment by the User of the terms of this Agreement, the User undertakes to pay fines in the amounts specified in clauses 20.2.1 – 20.2.19 of this Agreement:

20.2.1. In case of damage (damage) to the car sharing (rolling) Car, in that account as a result of an accident that occurred regardless of the presence or absence of the User's guilt, the mutual guilt of the User and other (other) participant (s) of traffic and/or the absence of the guilty person, and proper registration of damage in accordance with the terms of clause 17.2. Provided that there are no circumstances set forth in clause 20.4 of this Agreement, the User's liability is limited to payment in favor of the Contractor, "the amount of limitation of liability" in the following amount:

20.2.1.1.

- 30,000 (thirty thousand) hryvnia 00 kopecks for an "economy" class car (Skoda Fabia / VW Polo / Ravon R2), since the total amount of cash does not exceed 70,000 (seventy thousand) hryvnia. If the sum of the surplus exceeds 70,000 (seventy thousand) UAH, then the sum of the exchange rate becomes 30,000 (thirty thousand) UAH 00 kopecks plus an additional 25% (twenty-five hundred) of the sum the portion exceeds 70,000 (seventy thousand) hryvnias for an "economy" class car.

- 50,000 (fifty thousand) UAH 00 kopecks for a standard and comfort class vehicle (Skoda Octavia / VW Jetta / Skoda Rapid / Toyota Camry V40 / Toyota Corolla / Hyundai Elantra / Ford Fiesta), if the total amount of damage does not exceed 70,000 (seventy thousand) UAH. If the amount of damage exceeds 90,000 (ninety thousand) UAH, the limitation of liability shall be 50,000 (fifty thousand) UAH 00 kopecks plus an additional 25% (twenty-five percent) of the amount of damage in the part that exceeds 90,000 (ninety thousand) UAH for a comfort class vehicle.

- 70,000 (seventy thousand) UAH 00 kopecks for a business class car (Audi A4 / Toyota Camry V70 & V75 / BMW 320 / Skoda Karoq / VW T-Roc / VW Passat / Skoda Kodiaq / VW Tiguan / Toyota RAV4), if the total amount of damage does not exceed 70,000 (seventy thousand) UAH. If the amount of damage exceeds 110,000 (one hundred ten thousand) UAH, the limitation of liability shall be 70,000 (seventy thousand) UAH 00 kopecks plus an additional 25% (twenty-five percent) of the amount of damage in the part exceeding 110,000 (one hundred ten thousand) UAH for a business class car.

20.2.1.2. If the User has activated the "reduction of liability" function in accordance with the procedure established by Section 18 of this Agreement, there are no circumstances specified in paragraphs. 20.4 of this Agreement, the user is responsible:

- 10,000 (ten thousand) UAH for an "economy" class car (Skoda Fabia / VW Polo / Ravon R2),

- 20,000 (twenty thousand) UAH for a standard and comfort class vehicle (Skoda Octavia / VW Jetta / Skoda Rapid / Toyota Camry V40 / Toyota Corolla / Hyundai Elantra / Ford Fiesta)

- 40,000 (forty thousand) UAH for a business class car (Audi A4 / Toyota Camry V70 & V75 / BMW 320 / Skoda Karoq / VW T-Roc / VW Passat / Skoda Kodiaq / VW Tiguan / Toyota RAV4)

20.2.2. The User pays the Contractor a fine of UAH 75,000 (seventy-fifty thousand) 00 kopecks, and also separately reimburses the Contractor for damage (damage) caused to the Car in full in the event of:

20.2.2.1. unauthorized shutdown, damage, interference with the equipment installed in the Car for the provision of car sharing services: devices, wiring, GPS;

20.2.2.2. interference with the software, equipment, performing any intentional actions personally and / or with the involvement of third parties aimed at incorrect operation of the software, GO2GO mobile application, change and incorrect calculation of the trip, display of the car's geolocation;

20.2.2.3. transfer of the right to drive a Car to any third party using his account (account), including the use of an invalid account or registered to another person, conducting a training ride;

20.2.2.4. use of the car in races, competitions, including high-speed turns, races, at critical engine speeds (red zone) and / or gearbox, off-road driving and / or roads on which there is no hard surface;

20.2.2.5. for the use of the Car in a state of alcohol or drug intoxication, under the influence of drugs that worsen (reduce) the reaction and attention, in a painful or tired state, including an accident, damage under the specified circumstances, and / or leaving the scene of an accident (disappearance and / or escape from the scene of an accident), leaving the car with damage;

20.2.2.6. for driving a car without an appropriate document allowing driving the specified category of vehicle (category B), and / or failure to present the relevant document at the request of the police, another competent authority, a person who has been granted such a right, in accordance with the Law;

20.2.2.7. fraudulent actions consisting in indicating/providing by the User, during registration, inaccurate, erroneous data, data of third parties, as well as joining payment cards that do not belong to the User (except for the case of using a corporate account);

20.2.3. The User pays the Contractor a fine of UAH 5,000 (five thousand) 00 kopecks and reimburses the costs and damage caused to the Car (if any) in full:

20.2.3.1. when using the Car for commercial purposes not provided for and / or prohibited by this Agreement, including taxi services, ride hailing (uber and the like), transportation of people, things, animals, delivery services (glovo, rocket and others);

20.2.3.2. when using the Car (driving), as well as when leaving the Car in the "Standby" mode outside the area of use indicated in the GO2GO mobile application;

20.2.3.3. when evacuating the Car by the police and / or relevant services, parking inspections during parking, leaving the Car by the User during the active rental period and / or after the end of the trip (car sharing).

20.2.4. The User pays the Contractor a fine of 2,000 (two thousand) UAH 00 kopecks and additionally reimburses the costs and damage caused to the Car and the Contractor (if any) in full:

20.2.4.1. upon completion of car sharing (rental) and leaving the Car in the territory to which there is no public access, on the territory of a closed or specialized parking lot, in the territory for access to which a permit is required, as well as leaving the Car in violation of the rules of parking (parking).

20.2.4.2. in case of contamination of the Car interior, leaving garbage in the car, as well as smoking (smoking) in the car.

20.2.4.3. for refueling the Car on the Contractor's fuel card, if at the beginning of car sharing (rental) by the next User, or by the Contractor, a discrepancy between the mileage and the fuel consumed during the previous car sharing (rental) is detected;

20.2.4.4. in case of loss or damage to the Documents in the Car, as well as state registration plates, property in the Car (except for state registration plates and a set of ignition keys)

20.2.5. Upon completion of car sharing (rental) with the low fuel indicator turned on, the User pays the Contractor a fine of UAH 500 (five hundred) 00 kopecks;

20.2.6. When the User refuels the Car with a brand fuel that does not correspond to the one specified in this Agreement, if this led to the failure of the Car, the User, in addition to compensation for losses (damages), including, but not limited to, the cost of repairing the Car, pays the Contractor a fine of 20,000 (twenty thousand) hryvnias 00 kopecks;

20.2.7. If the User in a timely manner (within twenty-four hours from the moment the Contractor sends the corresponding request to the User) does not pay the debt formed due to insufficient funds on the bank card or for another reason, the User pays the Contractor compensation in the amount of 1% of the amount unpaid in a timely manner for each day of delay.

20.2.8. Regardless of the payment of the penalty, the User who violated the obligation stipulated by the terms of this Agreement shall reimburse the Contractor for the losses caused as a result of this in full;

20.2.9. Unless otherwise expressly provided for in this Agreement, the User shall reimburse the Contractor in full for all losses incurred by the Contractor (including, but not limited to, lost profits), expenses incurred as a result of the User's violation of the current legislation of Ukraine and the provisions of this Agreement, including, but not limited to: fines, penalties, including those imposed by the authorities for traffic violations, parking (parking) rules, other requirements of the current legislation on road safety; losses (damage) associated with the deterioration of the car sharing (rental) car at the time of completion by the User of the rental compared to the moment of the start of rental, including due to abnormal wear and tear; the cost of paying for the evacuation of the Car; the cost of paying for finding the Car in a specialized (penalty) parking

lot; appraiser services; departure of the emergency commissioner to the scene of the accident; legal services; commission fee, which is charged by organizations (including credit) when the Contractor pays for funds constituting expenses in accordance with this paragraph; costs associated with claims of third parties in connection with the User's use of the car; monetary compensation for administration (including detection, processing, identification of the User and/or driver, formation and sending a notification of violation to the User) of fines, compensation payments and other write-offs. Losses are reimbursed in excess of fines and penalties;

20.2.10. The Contractor has the right, if the User has overdue arrears of payment of payments provided for in this Agreement for more than 24 hours, without any warning, to withdraw the Car from the User without paying any compensation and/or compensation, as well as to take measures to terminate the use of the Car by the User without paying any compensation and/or compensation.

20.2.11. Payment of all fines provided for in this Agreement is carried out without acceptance by writing off the corresponding sums of money from any bank card of the User. At the written request of the User, the Contractor sends him copies of documents confirming the costs incurred.

20.2.12. The User agrees that the Contractor's expenses for the administration of fines (including those imposed by the authorities for violation of traffic rules, parking rules, other requirements of the current legislation on road safety), compensation payments and other write-offs are 30% (thirty percent) of the amount of the administered fine, compensation payment and other write-offs;

20.2.13. The User bears the risk of theft, death, damage to the Car, its components, devices and / or equipment, causing damage to third parties, other vehicles or objects, including in case of accident - from the moment of the start of car sharing (rental) and until its (its) end, and in cases where the actions (inaction) of the User caused the occurrence of these negative consequences, incl., in case of leaving the Car in violation of the terms of this Agreement, traffic rules, legislation or acts (actions or omissions) of the User led to the impossibility or complication of determining the guilty person - also after the end of car sharing (rental) of the car. The User undertakes to reimburse the Contractor for expenses uncovered by insurance compensation that the Contractor incurred in connection with causing damage to a car sharing (rental) Car, other vehicle, property, life and/or health of people during the car sharing (rental) period, by the Car provided by the Contractor for rent (car sharing);

20.2.14. The User shall compensate the Contractor for losses related to the restoration (organization of restoration) of a Car damaged regardless of the presence or absence of the User's fault in causing damage to the car used, used and left by the User. In case of loss of the Car, the User shall compensate the Contractor for the damage (damage) caused by this in the amount of the Car value.

20.2.15. The User agrees that the amount of losses of the Contractor caused by the inability to use (downtime) the Car due to the User's violation of the provisions of the Agreement is calculated incl. as the number of minutes during which the Car could not be used due to such violations of the Agreement, multiplied by the cost of a minute of car sharing (rental) of the Car in accordance with the current Tariffs of the Contractor;

20.2.16. The User unconditionally agrees that leaving the Territory, the Contractor has the right to regard as theft/theft of the Car by the User, and in this case the Contractor has the right to take all measures provided by law to return the Car, including to submit an application for theft/theft of the Car to law enforcement agencies, indicating in the User's application as a person who committed theft/theft of the Car.

20.2.17. The User is obliged to compensate all expenses of the Contractor caused by:

20.2.17.1. through parking (parking) of the Car in prohibited places;

20.2.17.2. through the parking (parking) of the Car in such places, as a result of which the car suffered damage or damage;

20.2.17.3. parking (parking) in places where the passage of the Car was blocked by other vehicles;

20.2.17.4. parking (parking) on paid parking lots that are not included in the list of permitted (including but not limited to paid parking of shopping centers, airports, sports complexes, other special places, etc.);

20.2.17.5. damage or cut of the wheels – the amount for wheel repair is charged, and if it is impossible to repair, the sum of the total cost of two wheels of the same brand that is installed on the car at the time of damage;

20.2.17.6. damage to the car that is not timely and properly claimed as a case of damage;

20.2.17.7. fines of the police, parking inspections, other bodies due to traffic violations, parking and parking rules;

20.2.17.8. the cost of the franchise established in accordance with the tariff plan and the terms of the agreement in case of registration of the case of damage;

20.2.17.9. other cases arising from the current legislation on car sharing (rental and/or lease), business turnover rules, this Agreement;

20.2.18. In case of non-payment and/or incomplete payment by the User of the amount of debt, including caused damage to the car, violation of the terms of the contract, within 10 (ten) calendar days from the date of sending the Contractor to the User of the relevant request at the address (e-mail, sms message, Viber, Telegram, What's App, registration address and/or actual place of residence) provided by the User during his registration (according to the specified data and data of the attached documents), in cash, the User additionally pays a fine in the amount of UAH 10,000.00 (ten thousand) in favor of the Contractor.

20.2.19. In the event that the Vehicle reaches the maximum speed of the Vehicle within the locality during the rental period, the User shall pay the Contractor a fine for each detected (within one hour) episode and shall compensate the damage caused to the Vehicle (if any) in the following amount:

- by an amount over 125 km/h. the User pays the Executor a fine in the amount of 1,000 (one thousand) hryvnias

- more than 145 km/h. the User pays the Executor a fine in the amount of 2,000 (two thousand) hryvnias

- more than 165 km/h. the User pays the Executor a fine of 5,000 (five thousand) hryvnias

Outside the city (highway):

- more than 170 km/h. the User pays the Executor a fine of 5,000 (five thousand) hryvnias

The User and the Contractor agreed that the sufficient and unconditional grounds for establishing the specified circumstances and the User as the person who committed the violation and, accordingly, as the person obliged to pay the amount of the fine, are determined by the Contractor alone on the basis of data obtained from the telemetry installed in the Vehicle equipment. In connection with this, the User unconditionally agrees to compensate the Contractor for the following amounts of fines and damages caused to the Vehicle (if any).

20.3. The Contractor's liability to the User under this Agreement, including liability for any losses incurred by the User:

20.3.1. is limited to the sum of all payments for using the GO2GO Service (not including reimbursement of expenses, fines and losses) paid by the User to the Contractor for the entire period preceding the presentation of the relevant request, but not more than 12 (twelve) months;

20.3.2. will not apply to lost profits, loss of income, loss of reputation, any other special, indirect or indirect losses or losses incurred by the User. The Contractor shall not be liable for any damage caused to the property and health of the User and/or any third parties and for any other consequences of the User's acceptance of the Car in a faulty, incomplete, unusable form.

20.4. The User's liability is not limited to the size of the franchise in accordance with the selected program, and the User is fully responsible if the damage to the car is caused under the following circumstances:

20.4.1. committing an accident under the influence of alcohol, narcotic or toxic intoxication, drugs (drugs) that prohibit the use of which prohibits driving and / or reduces the speed of reaction;

20.4.2. transfer of control to a third party under your (using) account (account);

20.4.3. failure to properly execute and/or fail to properly register the case of damage in accordance with the terms of clause 17.2 of this Agreement;

20.4.4. escape, disappearance or abandonment of the scene of the incident;

20.4.5. the User performs intentional actions aimed at damaging the car or causing other damage (damage);

20.4.6. committing a criminal offense on a car that caused a traffic violation and damage to the car, property and / or health of third parties;

20.4.7. damage caused by the use of the car in competitions, tests, test drives, training ride, as a taxi, ride handling services (Uber and others), delivery services (Glova, Rocket and others);

20.4.8. damage caused as a result of disobedience to the authorities, law enforcement agencies, including escape from the scene of the accident, chase, persecution;

20.4.9. failure to notify the police, support service about the case of damage immediately, but in any case no later than two hours from the moment of damage to the car;

20.4.10. cut, puncture, wheel damage;

20.4.11. water hammer – the ingress of water into the engine through the entrances to water surfaces, puddles, reservoirs, etc., which led to the need to repair or replace the engine;

20.4.12. illegal actions of third parties directed against any person in the car and resulting in damage to the Car.

20.4.13. Damage caused to the Car due to the seizure of the User's password, account (account) by third parties, and their damage, including getting into an accident.

20.4.14. damage caused in case of gross violation of traffic rules, namely:

20.4.14.1. the intersection of a solid marking strip,

20.4.14.2. exceeding the speed limit by more than 20 km/hour from the established limit, recorded by GPS sensors installed in the car, to which the User gives his consent.

20.4.14.3. violation of traffic controller signals, rules of travel / crossing of tracks, crossings, violation of the rules of travel, including travel to a prohibited traffic light.

20.5. The Contractor shall not be liable for:

20.5.1. For chargers and fasteners for mobile devices in the car and possible damage caused as a result of their use;

20.5.2. for possible losses, loss or damage to data;

20.5.3. for the speed and uninterrupted operation of the Site, GO2GO Mobile Application, their compatibility with the software and operating systems of the User's Devices;

20.5.4. for the presence of errors and / or viruses during the operation of the Site and the GO2GO Mobile Application, interruption of communication channels and failure of the server infrastructure at the level of main communication channels, data exchange centers, computer centers, as well as communication lines of regional and local significance, non-fulfillment or improper fulfillment of their obligations due to failures in telecommunications and / or energy networks, as well as unfair actions of third parties aimed at unauthorized access and/or disabling of the GO2GO Website and/or Mobile Application;

20.5.5. for the proper functioning of the User's Devices;

20.5.6. for non-compliance of the Services of the Site and the GO2GO Mobile Application, the GO2GO Service with the expectations and / or expectations of the User;

20.5.7. for the actions of users on the Site and in the GO2GO Mobile Application and for the consequences of the User's use of the Site and the GO2GO Application, the GO2GO Service;

20.5.8. for temporary inoperability of payment systems, failure to ensure the acceptance and / or transfer of user payments caused for reasons independent of the Contractor, as well as force majeure circumstances;

20.5.9. for violation of the terms of the Agreement, if such a violation is caused by force majeure, including, but not limited to: actions and decisions of state authorities and / or local governments, fire, flood, earthquake, other spontaneous actions, lack of electricity and / or failure of the computer network, strikes, civil unrest, any other circumstances that may affect the fulfillment by the Contractor of the terms of this Agreement.

20.5.10. for non-fulfillment or improper fulfillment of its obligations, if it is caused by the actions / omissions of the User that are beyond the control of the Contractor, including the consequence of the commission of erroneous actions / omissions of the User.

20.5.11. For the use of services and products offered to the User on a paid and / or free basis by third parties, including those that can be presented on the site and / or in the GO2GO Mobile Application.

20.5.12. For information and its compliance with the norms of the legislation posted by third parties on the site and / or the GO2GO Mobile Application.

20.5.13. For the risk of switching from the site and / or the GO2GO mobile Application to the resources of third parties.

20.5.14. For acts (actions or omissions) of any third parties (both individuals and legal entities), including but not exclusively for the actions of payment systems, telecom operators that are not the actions of the Contractor.

20.5.15. for placing the GO2GO mobile Application, links to it in any unauthorized (unconfirmed) sources by the Contractor (counterfeit application), as well as further use of such an application.

20.5.16. for the use of the GO2GO Application, the Site and the GO2GO service from the User's device by third parties, in connection with which all actions performed from the User's device are considered to be the actions of the User. If any person accesses the Services of the GO2GO Site or mobile Application and can use them on behalf of the User, the User is obliged to immediately notify the Contractor in writing (by e-mail), or by contacting the Support Service. Otherwise, all actions performed on behalf of the User using the Site or the GO2GO mobile Application will be regarded as actions performed directly by the User and the responsibility for such actions will be assigned directly to the User.

21. Term of the Agreement. The order of change, termination.

21.1. The User accepts (approves) this Agreement as a whole without any changes, additions, reservations and / or exceptions by performing the actions specified in this Agreement. The date of the first of these actions by the User is the date of the User's accession to this Agreement.

21.2. This Agreement is valid from the date of entry into force and until December 31, 2025. If neither party declares 1 (one) month before the expiration of this Agreement for its termination, it shall be considered extended for an indefinite period.

21.3. The Contractor has the right at any time to unilaterally amend this Agreement. Changes to the terms of the Agreement are made by amending the existing version of the Agreement, or creating a new version of the Agreement, and become binding on the Contractor and the User (come into force) from the date of posting by the Contractor a new version of the Agreement or changes made to the Agreement, on the Site and / or in the GO2GO Mobile Application. If the User does not agree with the changes, he has the right to

refuse to perform this Agreement, in the manner indicated below, which does not exempt the User from fulfilling his obligations arising before the termination of relations under this Agreement, and the User undertakes to stop using the Service, the Site and the GO2GO mobile Application

21.4. If the User has not refused to perform the Agreement (did not provide the Contractor with a written notice) of termination, it is considered that the User has read, understood, agrees to comply with the Agreement in a new version and unconditionally accepts the specified new version of the Agreement or changes to it from the date of their entry into force. The User on a periodic basis independently monitors the Site and/or GO2GO Mobile Application for changes in the terms of the Agreement. The risk of non-compliance with this requirement falls entirely on the User.

21.5. The Contractor shall notify the User of the change in the Agreement and/or a new version in a convenient way for the Contractor, including by sending an e-mail to the User's e-mail (indicated in the personal account, client's card), sms and/or push notification, pop-up window in the application, phone, messenger (viber, whatsapp, telegram).

21.6. The Contractor and the User have the right to refuse to perform this Agreement by notifying the other Party no later than seven calendar days before the expected date of termination of the Agreement. At the same time, the initiator of termination of the Agreement undertakes to fulfill all his obligations arising from the Agreement no later than the date of termination of the Agreement.

21.7. Withdrawal from the Agreement at the initiative of the User is carried out within the terms stipulated by this Agreement, on the basis of a personally signed application (notification) of the User, transmitted by the User to the Contractor (personally, courier, mail), or, in the absence of objections from the Contractor, the User can send a scanned copy of the statement (notification) signed by e-mail to the address: info@GO2GO.rent

21.8. The Contractor has the right to unilaterally out of court refuse to perform the Agreement in case of violation by the User of any of his obligations, applications and guarantees provided for in this Agreement. In this case, the Agreement is considered terminated at the time of sending the corresponding message by the Contractor using the GO2GO mobile application (sending a push notification, pop-up window) or sending sms-messages, or by e-mail. If at the time of notification there is a car sharing (rental) of the Car, the User undertakes to immediately complete the car sharing (rental) in compliance with the requirements for the completion of car sharing (rental) and parking.

21.9. In terms of the unfulfilled obligations of the Parties, terminated for any reason, the Agreement continues to operate until the fulfillment of these obligations in full.

22. Dispute Resolution and Jurisdiction

22.1. All disputes and disagreements under this Agreement shall be resolved through negotiations.

22.2. If the parties have not come to an agreement, disputes and disagreements are referred to the court at the location of the Contractor.

22.3. The limitation period for the accrual and recovery of a penalty under this Agreement is three years.

23. Other

23.1. Unless otherwise expressly provided in this Agreement, from the moment of its entry into force, the Contractor and the User recognize the legal force of the documents sent by e-mail (the Contractor's e-mail addresses indicated on the Site in the GO2GO Mobile Application, and the User's e-mail addresses specified in the registration process and/or changed at the request of the User) agree that these documents are equivalent documents, which are compiled on paper and signed with the handwritten signature of the person concerned.

23.2. From the moment of entry into force of this Agreement, the Contractor and the User recognize legal force on notifications and actions committed and transmitted through the use of the GO2GO Application or

the Site on behalf of the User, as well as using the phone number specified by the User during registration or subsequently changed in accordance with the terms of this Agreement.

23.3. When the User is outside the territory of Ukraine or when the User indicates the mobile phone number of a foreign mobile operator during registration, as well as for the purpose of receiving messages provided for in this Agreement, the User assumes all risks of untimely receipt or non-receipt by the User of messages from the Contractor. 23.4. Messages sent to e-mail are considered to be received by the addressee at the time of their sending.

23.5. The User undertakes to notify the Contractor about the change of place of residence (registration), place of stay, mobile phone number, e-mail address, other data provided by the User to the Contractor, about the change of name, surname, change of details of the identity document, change of details or deprivation of a driver's license, change of data of the document confirming the right of a foreign citizen / stateless person to stay (live) in Ukraine, change of citizenship, other personal data, as well as the loss of the above data by contacting the Contractor's Support Service. The Contractor shall not be liable for any consequences associated with the change of the User's data specified in this clause of the Agreement, if the User has not notified the Contractor of the circumstances specified in this clause of the Agreement, and/or provided the Contractor with incorrect data.

23.6. The User acknowledges that the GO2GO Website and Mobile Application are sufficient to ensure proper operation when receiving, transmitting, processing and storing information, as well as to protect information from unauthorized access, confirm the authenticity and authorship of electronic documents sent using them, as well as to analyze conflict situations. The User trusts the software of the Site and the GO2GO Mobile Application.

23.7. The GO2GO Website and Mobile Application are the intellectual property of the Contractor and/or third parties, any use is allowed only on the basis of the owner's permission. Using the GO2GO Website and Application without the permission of the owner by any means and for purposes other than those allowed by this Agreement is illegal and may entail the User being held accountable.

23.8. In the part not regulated by this Agreement, the relations between the Contractor and the User are regulated by the current legislation of Ukraine.

23.9. The Contractor has the right to use facsimile reproduction of the Contractor's signature (by means of mechanical or other copying) in any documents, including this Agreement and / or in related information, messages. The Contractor and the User recognize the legal force of such documents.

23.10. For all questions related to the use of the Services of the Site and the GO2GO Mobile Application with all claims, the User can contact the Support Service. When making a claim to the Contractor, the User must provide documents confirming the validity of the claim, as well as indicate his data provided by him during registration.

23.11. Any person who has not unconditionally accepted the terms of this Agreement, or accepted them by mistake, must immediately notify the Contractor and is not entitled to use the service of the Site and the GO2GO Mobile Application, as well as the GO2GO service.

23.12. This Agreement is drawn up in the English language. Performer: "DIAS Ukraine LTD" Code: 33444068 Tax: 334440626534 Legal address: 02002, Ukraine, Kyiv, R. Okipnoyi str., 4, ap. 32