

# VEHICLE RENTAL AND SERVICE PROVISION TERMS AND CONDITIONS (DRIVER TERMS)

## 1 GENERAL PROVISIONS

- 1.1 These vehicle rental and service provision terms and conditions (hereinafter referred to as the “**Driver Terms**”) are concluded between the Driver (defined below) and the local company belonging to Beast group (the list of Beast group companies is available here: <https://beast.rent/entities/>) (hereinafter referred to as “**Beast**”). The specific local company that provides the Services (defined below) to the Driver shall be determined by the geographical starting point (i.e. country) in which the Driver starts to use the Services for the particular session. These Driver Terms shall regulate the procedure for registration of the Driver of Beast Mobile Application (as defined below) and Website (as defined below), use of all-electric motor vehicles, vehicle operation conditions, liability, and settlement procedure.
- 1.2 Before using the Services provided by Beast, the Driver shall:
- 1.2.1 carefully read and familiarise themselves with these Driver Terms and agree to these Driver Terms by clicking the button “Accept” upon registration in the Mobile Application; accept the rental terms and conditions on the Website; or use their digital signature (DigiDoc or DocuSign) to sign the Vehicle Rental And Service Provision Terms And Conditions. For the avoidance of doubt, upon registration in the Mobile Application or starting to use the Services, the Driver confirms that all information provided to them is clear and understandable, and that they fully agree to these Driver Terms. If a Driver does not agree to these Driver Terms, the Driver may not use the Services; and
- 1.2.2 provide such personal data, information and documents which may be requested by Beast.
- 1.3 In case the Driver has any questions in relation to these Driver Terms or the use of the Services, the Driver can contact Beast through the following contact details: e-mail [info@beast.rent](mailto:info@beast.rent) or phone number **+372 639 4000**.
- 1.4 For the avoidance of doubt, these Driver Terms constitute a legally binding agreement between Beast and each of the Drivers, relating to the use of the Services by the Drivers. The Driver shall have a legal relationship solely with Beast and the Driver is aware that Beast is not in any way affiliated with Tesla, Inc. (formerly Tesla Motors).

## 2 INTERPRETATION AND DEFINITIONS

- 2.1 As used in these Driver Terms, unless expressly otherwise stated or evident in the context, the following capitalised terms and expressions shall have the following meanings:
- 2.1.1 “**Base Service Fee**” shall mean the Service Fee to be paid per each minute of the Vehicle Use Period. The Base Service Fee shall be paid pursuant to the pricelist(s) indicated in the Mobile Application and/or Website.
- 2.1.2 “**Charging Cards**” shall mean the charging card(s) and charging chip(s) to be used to charge the Vehicle.

- 2.1.3 “**Charging Device**” shall mean the charging cables or adapters to be used to charge the Vehicle.
- 2.1.4 “**Insurance Regulations**” shall mean the insurance terms and conditions of the insurance company which has insured the Vehicle as available in the Mobile Application or on the Website.
- 2.1.5 “**Kilometre Fee**” shall mean the Service Fee to be paid per each kilometre exceeding the daily (24 hours) mileage limit shown in the Mobile Application and/or Website. The Kilometre Fee shall be paid pursuant to the pricelist(s) indicated in the Mobile Application and/or Website.
- 2.1.6 “**Mobile Application**” shall mean an application software intended for smart phones, tablets and other mobile devices through which the reservation, unlocking, locking and other actions in relation to the use and operation of the Vehicles are carried out.
- 2.1.7 “**Drop-Off Area**” shall mean a parking lot from which the Driver collects the Vehicle and/or to which the Vehicle is returned. The list of allowed Drop-Off Areas shall be made available in the Mobile Application and Website.
- 2.1.8 “**Party**” shall mean each of the Driver and Beast.
- 2.1.9 “**Place of Operation**” shall mean the place where the Vehicle is used and operated.
- 2.1.10 “**Privacy Notice**” shall mean the privacy notice of Beast as available in the Mobile Application or on the Website.
- 2.1.11 “**Service Fee**” shall mean any fee to be paid by the Driver to Beast for the Services, including the Base Service Fee, the Kilometre Fee (if applicable). Any Service Fee shall be paid pursuant to the pricelist(s) indicated in the Mobile Application and/or Website.
- 2.1.12 “**Services**” shall mean services provided by Beast to the Drivers, including the Vehicle rental services provided via the Mobile Application and Website.
- 2.1.13 “**Traffic Regulations**” shall mean all applicable laws regarding the usage and operation of vehicles in general, among others, all kinds of traffic regulations and traffic safety regulations.
- 2.1.14 “**Driver**” shall mean anyone who uses the Mobile Application and/or the Services provided by Beast.
- 2.1.15 “**Additional Driver**” shall mean anyone who has been added by the “Driver” to also operate the Vehicle after verification and confirmation.
- 2.1.16 “**Vehicle**” shall mean an all-electric motor vehicle provided by Beast to the Driver for temporary possession and use under these Driver Terms.
- 2.1.17 “**Vehicle System**” shall mean an electronic system installed in the Vehicle (including Sentry Mode which Beast can activate remotely) which records the location of the Vehicle and its surroundings, the distance covered by the Vehicle, the time of use of the Vehicle and other data related to the Vehicle and use thereof, and transmits the data to Beast.

- 2.1.18 “**Vehicle Use Period**” shall mean a period from the moment of unlocking/collecting the Vehicle from the Drop-Off Area to the moment of returning/locking the Vehicle to the Drop-Off Area by the Driver.
- 2.1.19 “**Website**” shall mean the Website of Beast located at <https://beast.rent> and all subdomains of such Website.
- 2.1.20 “**Beast Bucks**” is Mobile Application-specific vehicle credit that can only be used to pay for services related to Beast Mobile Application. Beast Bucks is never paid out and cannot be used as a means of payment outside of the Mobile Application’s services.
- 2.1.21 “**Beast Bucks Terms**” shall mean the terms and conditions of Beast Bucks issued by Beast as available in the Mobile Application or on the Website.
- 2.2 In these Driver Terms, “including” and “include” shall be deemed to be followed by “without limitation” where not so followed.
- 2.3 Any obligation of a Driver not to do something includes an obligation not to allow that thing to be done.
- 2.4 The headings of these Driver Terms are for convenience of reference only and do not in any way limit or affect the meaning or interpretation of the provisions of the Driver Terms.

### 3 REGISTRATION OF THE DRIVER IN THE MOBILE APPLICATION

- 3.1 The Driver shall be entitled to use the Services provided by Beast only after registration in the Mobile Application or Website, provision of all personal data, information and documents requested by Beast, and accepting these Driver Terms.
- 3.2 Upon registration in the Mobile Application or Website, the Driver shall indicate their phone number which shall be deemed to be the Driver’s identification number, and which shall be used for later logins to the Mobile Application.
- 3.3 The Driver wishing to use the Services must (i) be a natural person of legal age pursuant to the laws of the Place of Operation and (ii) have a valid driving license in full force and effect issued by the relevant authority of a member state of the European Union, Iceland, Liechtenstein, Norway, the United Kingdom, the United States of America, the Swiss Confederation or Canada, enabling them to drive vehicles independently. In addition, the Driver must provide Beast photos of their face and driving license to enable Beast to check the facial similarity of the Driver and verify the validity of their driving license, which process may be done through a third-party service provider (such as [Veriff](#)) in accordance with the specific procedure established in the Mobile Application. The use of the third-party service provider shall be subject to the terms of the privacy notice. The Driver may be required to accept the terms and conditions of the third-party service provider to use the Services of Beast.
- 3.4 If the Driver fails to provide their personal data or provides false or inaccurate personal data, the registration of the Driver shall be deemed to be invalid. The Driver shall pay Beast a contractual penalty in the amount of **EUR 1,500** upon submission of incorrect or inaccurate personal data and shall indemnify Beast against all damages incurred as a result of provision of false or inaccurate personal data.

- 3.5** After Beast has completed relevant Driver identification and information verification checks, Beast shall grant the Driver temporary right to use and operate the Vehicle, whereas the Driver shall use the Vehicle in accordance with these Driver Terms and subject to payment of the applicable Service Fee.
- 3.6** Upon successful registration in the Mobile Application, the Driver shall be provided with login access to the Mobile Application which enable the Driver to use the Services available through the Mobile Application. The login details to the Mobile Application shall be personal to the Driver and cannot be disclosed by the Driver to anyone.
- 3.7** The Driver shall immediately notify Beast in accordance with section 1.3 if their login details are lost or become available to third parties. Upon receiving such notice from the Driver, Beast shall block the Driver's access to the Mobile Application. Any damages incurred by the Driver and/or Beast prior to the Driver providing such notification to Beast shall be borne by the Driver.
- 3.8** The Driver shall not own more than one account in the Mobile Application to ensure clear and verifiable identity and compliance with Services.
- 3.9** The Driver shall notify Beast of any changes in their personal data (including name, surname, address, personal identification number, date of birth) and change of their driving license before continuing the use of the Services following such change. Any damages incurred by the Driver and/or Beast prior to the Driver providing such notification to Beast shall be borne by the Driver.

#### **4 GENERAL TERMS AND LIABILITY**

- 4.1** Beast shall take all necessary measures to ensure that the Vehicle is in good order and prepared for operation.
- 4.2** The Vehicle's defects which do not have an impact on traffic safety or do not have an impact on the Vehicle in the short run as well as defects which are not the consequence of improper maintenance of the Vehicle carried out by Beast shall not be recognised as defects.
- 4.3** The Driver shall use the Vehicle as a careful and diligent owner and for its intended purpose in accordance with these Driver Terms.
- 4.4** The Driver shall comply with the Vehicle operating requirements established by the manufacturer of the Vehicle as specified in the Vehicle usage manual which is kept in the Vehicle, sections 4 and 5 of these Driver Terms, the Traffic Regulations of Place of Operation, the Insurance Regulations and other applicable laws of Place of Operation. The Driver shall also comply with other Vehicle operating requirements which are not mentioned herein but are considered as ordinary requirements for use of such property.
- 4.5** The Driver shall immediately notify Beast in accordance with section 1.3 and, if necessary, the respective public authority (e.g. police, fire service) if the Vehicle is damaged, destroyed, breaks down, lost (including confiscated) or otherwise becomes unsuitable for use, or if there any other circumstances preventing the use of the Vehicle. A failure to notify Beast and, if necessary, the public authority in accordance with the previous sentence shall result in a contractual penalty in the amount of **EUR 1,500**.
- 4.6** The Driver shall use the Vehicle personally unless an Additional Driver has been added, verified and confirmed to use the Vehicle. The Driver shall not sublease the Vehicle, transfer

the Vehicle to another person or allow another person to use the Vehicle without a prior written or clearly confirmed consent of Beast. For the avoidance of doubt, the Driver shall be liable for and shall indemnify Beast for any damage caused by any unauthorised driver of the Vehicle during the Vehicle Use Period.

- 4.7** The Driver shall be fully responsible for the Vehicle for the entire Vehicle Use Period, irrespective of the Place of Operation. During the Vehicle Use Period, the responsibility of the operator of the Vehicle as a source of higher risk shall fall on the Driver.
- 4.8** The Driver shall not be held liable for (i) any defects of the Vehicle which arise in the course of use of the Vehicle and which are the consequence of earlier use of the Vehicle by someone other than the Driver (provided that the Driver has notified Beast of the defect in accordance with section 5.4) or (ii) any defects which arise from normal wear and tear of the Vehicle, in both cases if the Driver immediately notifies Beast of such defects in accordance with section 1.3 and complies with the instructions given by Beast.
- 4.9** If during the Driver's Vehicle Use Period the Vehicle is damaged, destroyed or lost (including confiscated) for any reason or if any accessory of the Vehicle is damaged, destroyed or lost for any reason, the Driver shall be obligated to pay Beast a contractual penalty in the amount of up to **EUR 600** if such damage is not compensated by the insurance company which has insured the Vehicle. Further, the Driver shall be obligated to indemnify Beast against all damages exceeding the amount of the contractual penalty and all damages which are not compensated by the insurance company (**including the amount of the deductible at least in the amount of EUR 1,000**). The reasons due to which the insurance company has decided not to make the insurance pay-out (including due to being a deductible, non-insured event) shall not have any effect on the Driver's obligation to indemnify Beast in accordance with the previous sentence. In the following cases, the insurance company shall have right of recourse against the Driver to recover the insurance pay-out from the Driver:
- 4.9.1 damage to the Vehicle is caused when the Vehicle is operated by someone other than the Driver (except if Beast has provided a prior written consent in accordance with section 4.6);
- 4.9.2 damage is caused to the Vehicle and the operator of the Vehicle leaves the scene of the traffic accident before arrival of the police or other competent authority in cases where the appearance of such authority in the scene of the traffic accident is required under the applicable laws of the Place of Operation;
- 4.9.3 the Vehicle is stolen or destroyed or the Vehicle was left with open windows, roof, skylight, unlocked doors;
- 4.9.4 damage to the Vehicle is caused when the Vehicle is operated by a person or a Driver who did not have a valid driving license issued by a relevant authority as set out in section 3.3 or a Driver who did not provide their valid driving license to Beast for verification;
- 4.9.5 damage to the Vehicle is caused due to failure to comply with the Traffic Regulations.
- 4.10** If during the Vehicle Use Period the Vehicle becomes dirtier than it otherwise would in the course of ordinary operation (inside or outside), the Driver shall be obliged to pay Beast a contractual penalty according to the cost determined by the cleaning service provider.

- 4.11** The Driver shall bear full liability for violation of these Driver Terms, the Traffic Regulations and other applicable laws as well as damage caused to third parties during the Vehicle Use Period. If the Driver operates the Vehicle in an improper manner, including any violation of Driver Terms, the Traffic Regulations and other applicable laws, and as a result Beast incurs costs or damages (including payment of taxes, fines payable to public authorities or third parties), the Driver shall be obligated to fully compensate such costs or damages. Subject to applicable laws, the Driver's personal data available to Beast may be transmitted to public authorities and bailiffs for the purposes of payment and collection of taxes, fines, and other similar payments.
- 4.12** At the request of Beast, the Driver shall pay to Beast a contractual penalty in the amount of up to **EUR 2000** for the non-performance, breach or improper performance of any of the obligations set forth in these Driver Terms if no other remedy for the respective breach is set forth in these Driver Terms.
- 4.13** When using the Website, Mobile Application and/or Services, the Driver shall be responsible for having the necessary connections or network access. The Driver shall bear all the fees charged by the communications service provider(s) incurred from the using of the Website, Mobile Application and/or Services.
- 4.14** As use of the Website, Mobile Application and/or Services depends on many factors (e.g. the location and number of available Vehicles, behaviour of other users), Beast does not guarantee that the Driver can always reserve a Vehicle and use the Services at their desired time and location.
- 4.15** Beast shall be entitled to suspend the provision of the Services to the Driver, cancel the Driver's rides (or reservations) and block the Driver's access to the Mobile Application if the Driver fails to comply with these Driver Terms. If the Driver fails to comply with these Driver Terms, Beast shall be entitled to provide the Driver additional time to eliminate the violation of the Driver Terms (whereas Beast shall have sole discretion to decide if and to what extent additional time shall be provided to the Driver). Upon suspension of the provision of the Services to the Driver, cancellation of the Driver's rides (or reservations) and blocking of the Driver's access to the Mobile Application, the Driver shall immediately return the Vehicle to a nearest Drop-Off Area, lock the Vehicle and duly finish the ride. If the Driver fails to return the Vehicle to a nearest Drop-Off Area, Beast shall be entitled to block the Driver's access to the Mobile Application and/or block the use of the Vehicle (lock the Vehicle) and/or send an employee of Beast to collect the Vehicle.
- 4.15.1 For example, Beast shall be entitled to suspend the provision of the Services to the Driver, cancel the Driver's rides (or reservations) and block the Driver's access to the Mobile Application, particularly, if the Driver:
- 4.15.1.1 fails the identification and information verification process five (5) times in a row;
  - 4.15.1.2 tries to use a payment method on a new account that matches with a payment method on an already suspended/blocked account;
  - 4.15.1.3 tries to enable drive function remotely from more than 1000 kilometres away from the Vehicle;
  - 4.15.1.4 in a short time span, constantly switches the device on which the Mobile Application runs on;

4.15.1.5 exceeds the speed limit by more than thirty (30) km/h after five (5) in-app or call warnings;

4.15.1.6 fails randomized identification and verifications checks.

- 4.16** Beast has the right to change, suspend or terminate operation of certain functions in the Mobile Application and change the layout of the elements in the Mobile Application. In addition, Beast has the right to amend the Mobile Application even if it may cause short term disruption in the provision of the Services. Beast tries to avoid possible damages to the Driver.
- 4.17** If Beast fails to ensure proper provision of the Services to the Driver (i.e. the Vehicle is not in the specified Drop-Off Area or the Vehicle is not in good order or cannot be operated), after the Driver has notified Beast of such circumstances by phone in accordance with section 1.3, Beast shall, at the Driver's choice, (i) pay the Driver's costs for one taxi ride agreed over the phone not exceeding the amount set forth in the Mobile Application or (ii) deliver another Vehicle to the Driver not later than within three hours. For the avoidance of doubt, Beast shall not be liable for any other costs or damages incurred by the Driver as a result of such circumstances.
- 4.18** Beast shall not be liable for the damages incurred by the Driver because of their inability to use the Vehicle in the event of an accident or due to other reasons outside the control of Beast.
- 4.19** Beast will do its best to ensure that the Mobile Application and the Website are safe and secure and they would not contain viruses or other damaging property. However, to the maximum extent permissible under applicable laws, Beast assumes no liability for any damages caused by third parties or by circumstances outside the control of Beast (including any hacker attack, technical failures, defects, bugs or viruses affecting the Mobile Application or the Website, the Driver's failure to follow these Driver Terms and any action taken by public authorities).
- 4.20** Beast shall be liable for and shall be obliged to compensate to the Driver only direct monetary damages (and for the avoidance of doubt, no indirect damages or loss of profits) and only on the condition that such damages are caused to the Driver by Beast either intentionally or due to gross negligence. The liability of Beast is reduced by the amount equal to the damages which the Driver could have avoided by taking reasonable efforts.
- 4.21** If the Driver cannot properly use the Services, the Driver shall notify Beast in accordance with section 1.3. Attempts shall be made to settle a dispute by mutual agreement of the parties or under the procedure established under applicable laws. Any claims in relation to the Services shall be brought by the Driver not later than within three (3) months from the date of use of the Services. Beast shall respond to the Driver's claim as soon as possible but, in any case, not later than within fourteen (14) calendar days from the date of receipt of the claim. If the Driver deems that Beast has not satisfied their claim or has satisfied it only partly, the Driver may approach a dispute resolution body (to determine the relevant body and to get detailed information, the Driver can use the following European Commission's website: <https://ec.europa.eu/consumers/odr>).

## **5 SPECIFIED TERMS OF VEHICLE OPERATION**

- 5.1** Driving the Vehicle under the influence of alcohol, drugs or other psychotropic substances shall be prohibited. Further, the Driver shall be prohibited from driving the Vehicle if they are

ill or tired or if their driving may pose a risk to traffic safety. The Driver shall be allowed to drive only such Vehicle which is in the category of vehicles they are authorised to drive under their driving license.

- 5.2** When using the Vehicle, **the Driver must be completely sober (0.00 per mil) and not under the influence of any psychotropic substances.** In the event where the Driver breaches the any of the restrictions set out in sections 5.1 or 5.2 or grants access to another person to drive the Vehicle under the influence of alcohol, drugs or any psychotropic substances or otherwise in breach of sections 5.1 or 5.2, the Driver must pay to Beast a contractual penalty in the amount of **EUR 2,500**. Further, Beast shall have the right to immediately suspend the provision of the Services to the Driver (including block the start of the Vehicle and take back the Vehicle) for an indefinite period.
- 5.3** To keep the interior of the vehicle clean and to maintain the safety of the driver's immediate environment, passengers are not allowed to drink alcohol in the vehicle.
- 5.4** Beast operates all-electric vehicles exclusively. The battery and range indicators of all-electric vehicles are indicative, real driving range depends on the level of preheating of the battery, weather conditions (temperature and headwinds), road conditions, road surface conditions and the Driver's driving style (speed and maneuvers).
- 5.5** The Vehicle shall be operated only in the territories of all European Union member states, all countries in the European Free Trade Association (EFTA), and all other countries in the European Economic Area (EEA). In case of breach of the restriction set forth in this section 4.9, the User shall be fully liable for any damage caused to the Vehicle or damage caused to third parties, including for the costs of returning the initial Drop-Off Area.
- 5.6** In the course of the provision of the Services, Beast is using the Vehicle System to ensure that the Vehicle is operated in accordance with these Driver Terms. The use of the Vehicle System shall be subject to the terms of the Privacy Notice.
- 5.7** Prior to every use of the Vehicle, the Driver shall examine the Vehicle and ensure that the Vehicle has no clearly visible defects. If any defects are detected, the Driver shall be obliged to notify Beast in accordance with section 1.3. The Driver also has the opportunity to take photos of visible damages or defects of the exterior and interior of the Vehicle before starting the rental via the Mobile Application. In case of failure to notify Beast accordingly, the defects shall be deemed to have occurred during the Driver's Vehicle Use Period and the Driver shall be held responsible for them.
- 5.8** At the end of the ride, the Driver shall return the Vehicle to an allowed Drop-Off Area.
- 5.9** The Driver acknowledges that the unlocking and locking of the Vehicle may take time due to and depending on telecommunication service providers and the Driver shall pay for such time as part of the price of the Services.
- 5.10** The Driver shall be obliged to return the Vehicle in condition in which it was prior to the collection of Vehicle considering normal wear and tear. For the purposes of determining the normal wear and tear of the Vehicle, the parties shall follow the guidelines established by relevant industry organisations. Notwithstanding the above, normal wear and tear shall not include the following:
- 5.10.1 broken, deformed or otherwise mechanically or thermally damaged parts;



- 5.10.2 inoperable devices and mechanisms;
  - 5.10.3 body dents, paint layer cracks and clear scratches (where the paint layer is damaged to the primer layer);
  - 5.10.4 depreciation of the paint layer as a result of intense washing and/or cleaning of the Vehicle;
  - 5.10.5 low quality repair and/or defects as a result of repair;
  - 5.10.6 cracks of windows or the body;
  - 5.10.7 scratches on windows or the body as a result of improper use and/or cleaning of the Vehicle;
  - 5.10.8 damage to the interior, including burnt or stained seats, broken plastic parts of the front trunk or boot lid, broken window opening handles;
  - 5.10.9 with respect to the Vehicles that are Tesla Performance models, tire wear of the Vehicle exceeding 1 millimetre per week; and
  - 5.10.10 damaged geometry of the body.
- 5.11** In case the Driver causes any damage to a tire of the Vehicle, the Driver shall pay Beast a contractual penalty in the amount of **EUR 100** per one damaged tire. Notwithstanding the foregoing, in case the damage caused to the tire is so severe that the restoration of the tire is not possible, the Driver shall compensate Beast the costs of replacing the damaged tire with a new tire.
- 5.12** In case the Driver causes any damage to a rim of the Vehicle, the Driver shall pay Beast a contractual penalty in the amount of **EUR 150** per one damaged rim with respect to Tesla Model 3 Standard Range Plus and in the amount of **EUR 300** per one damaged rim with respect to Tesla Model 3 Long Range or Performance, Tesla Model S and Tesla Model X.
- 5.13** If (i) the Vehicle breaks down, (ii) alert signals on the dashboard switch on, (iii) suspicious extraneous noises can be heard or (iv) any other circumstances arise that hinder the safe operation of the Vehicle, the Driver shall immediately stop using the Vehicle and notify Beast in accordance with section 1.3 and act in accordance with the instructions of Beast.
- 5.14** In the event of (i) theft or (ii) any damages to the Vehicle during a traffic accident or due to other circumstances, the Driver shall immediately notify Beast in accordance with section 1.3 and, if applicable, respective public authority (e.g. police, fire service), including fill in a traffic accident declaration and carry out all other actions necessary to prevent or reduce further damages to the Vehicle and/or third parties or property. A failure to notify Beast and, if necessary, the public authority in accordance with the previous sentence shall result in a contractual penalty in the amount of **EUR 1,500**.
- 5.15** The Driver shall ensure that the Vehicle is no longer used in case it breaks down or where further use of the Vehicle may increase damages to the Vehicle or endanger traffic safety.
- 5.16** Beast shall be entitled to install alcolocks (i.e. breathalysers) preventing the Vehicle from being started in case the alcolocks identify any level of alcohol consumption. In case the alcolocks identify any level of alcohol consumption, the Service shall not be provided to the

Driver. For the avoidance of doubt, the failure of alcolocks to identify alcohol consumption does not release the Driver from any liability.

**5.17 The Driver shall not be entitled to use the Vehicle:**

- 5.17.1 for activities prohibited by the laws of the Place of Operation;
- 5.17.2 repeatedly exceed the maximum permitted driving speed more than 30 km/h in accordance with the restriction determined on the basis of the valid Traffic Act at the respective Place of Operation;
- 5.17.3 to participate in rallies, test drives and any other sport competitions;
- 5.17.4 to drive on circuit tracks and on other tracks, roads or complexes meant for motor sports;
- 5.17.5 turn off the Vehicle's traction control and / or use the Vehicle for drifting;
- 5.17.6 to transport more people than permitted in the registration certificate or technical specification of the Vehicle;
- 5.17.7 to transport a load that is heavier than permitted in the registration certificate or technical specification of the Vehicle or for constant transport of increased load (i.e. heavy goods);
- 5.17.8 to push or tow other vehicles (including trailers) or other objects;
- 5.17.9 to drive in off-road conditions or on roads that are not designated for the Vehicle, including any roads with surfaces which may damage the tires, rims, suspensions or any other details of the Vehicle;
- 5.17.10 to transport people for commercial purposes (it is prohibited to use the Vehicle for taxi services, courier services, food delivery, etc.) without the prior written consent of Beast;
- 5.17.11 to practice driving;
- 5.17.12 to transport any dangerous goods;
- 5.17.13 to transport animals other than in accordance with these Driver Terms; or
- 5.17.14 to transport items that have not been properly attached and fixed.

**5.18** In the case of violating any of the points and restrictions **from 5.17. to 5.17.14.**, the Driver must pay a contractual penalty to Beast in the amount of **EUR 500**. Further, the Driver shall be obligated to indemnify Beast against all damages exceeding the amount of the contractual penalty and all damages which are not compensated by the insurance company (**including the amount of the deductible at least in the amount of EUR 1,000**). The reasons due to which the insurance company has decided not to make the insurance pay-out (including due to being a deductible, non-insured event) shall not have any effect on the Driver's obligation to indemnify Beast in accordance with the previous sentence.

**5.19** The Driver shall ensure that nobody smokes in the Vehicle and that all animals are transported only in a specifically adapted transportation box which can be requested and

thereupon found in the trunk of the Vehicle. If anybody smokes in the Vehicle or if animals are not transported in a designated transportation box, the Driver shall be obligated to pay Beast a contractual penalty in the amount of **EUR 300**.

- 5.20** The vehicle may only be pressure washed at self-service hand washing stations where no abrasive equipment (e.g. brushes) will be used. Taking the Vehicle to an automated car washing service, car wash tunnels and any other car washing service where brushes and powerful water streams are being used, that could possibly damage the exterior, glass windows and roof, protective adhesive or paint of the Vehicle, is prohibited. The breach of such restriction shall result in a contractual penalty in the amount of **EUR 400** to be paid by the Driver to Beast.
- 5.21** The Driver shall ensure that the battery indicator of the Vehicle shall at all times exceed 40 kilometres. If the Vehicle's indicator has dropped below the 40 kilometre range, the Driver is obliged to take the Vehicle to the nearest charging station and initiate charging. If the Vehicle is returned with a range of less than **40 kilometres** and is not put to charge, a contractual penalty of **EUR 40** will be applied. If the Vehicle is returned and put to charge with approximately 40 kilometres of range, no penalty will be imposed. In the event where the rental is ended and the Vehicle's battery indicator has less than **10 kilometres** of range, a contractual penalty in the amount of **EUR 300** shall be paid by the Driver to Beast regardless of other circumstances.
- 5.22** It is strictly forbidden to clean the screen of the centre console of the Vehicle with any other products (including chemical cleaning products, wet wipes or dry wipes) than with a special dry microfiber cloth stored in the glovebox of the Vehicle.
- 5.23** The Driver shall ensure that when parking the Vehicle for any period of time, the lights and media system are turned off, the windows, roof and skylight are closed and the doors are locked.
- 5.24** It is forbidden to park the vehicle in underground parking lots and other areas without a mobile data connection or internet connection. In the absence of data connection, it is not possible for the Mobile Application to connect to the Vehicle, in which case the operational team will need to provide physical assistance, which will result in a contractual penalty in the range of **EUR 50 to EUR 200** depending on the time and distance from the nearest operations location.
- 5.25** Any actions or attempts to read, copy, change or delete the data of the Vehicle System shall be strictly prohibited, it is also prohibited to disable the traction control of the Vehicle or change any of the settings for drifting. In case of violation of such restrictions, the Driver must pay a contractual penalty to Beast in the amount of **EUR 500**.
- 5.26** At the end of each ride, the Driver shall park the Vehicle in an allowed Drop-Off Area. The Driver shall ensure that the Vehicle is not parked in parking spaces reserved for third parties. Further, the Vehicle shall not be left in places where parking is prohibited by road signs or road marking. The Driver shall be responsible for any violation of the Traffic Regulations and other applicable laws regarding parking of the Vehicle.
- 5.27** If during the Vehicle Use Period, the Driver parks the Vehicle in paid car parks, they shall duly pay for such parking themselves or indemnify Beast against all such costs, as applicable. Upon the Driver's failure to duly pay such parking fee, the Driver shall be obligated to pay Beast a contractual penalty in the amount of **EUR 15** for each day of delay

on payment of the parking fee. The payment of such contractual penalty to Beast shall not release the Driver from the obligation to pay the parking fee.

#### **5.28 Specified reservation procedure of the Vehicle:**

- 5.28.1 Before starting a ride, the Vehicle must be reserved. The reservation of the Vehicle shall be carried out via the Mobile Application. The time of reservation shall be indicated at the moment of reservation of the Vehicle.
- 5.28.2 Beast shall be entitled to charge a fee for premature cancellation of the reservation in the amount set forth in the pricelist(s) in the Mobile Application.
- 5.28.3 To carry out the reservation of the Vehicle, the following actions must be carried out: (i) logging in the Mobile Application, (ii) choosing the desired Vehicle and (iii) confirming the reservation of the Vehicle.
- 5.28.4 Confirmation of the reservation shall be generated in the screen of the Driver's Mobile Application.
- 5.28.5 The Driver may use the Vehicle for the maximum time period indicated in respect of the Vehicle at moment receiving confirmation of the reservation. If the Driver exceeds the maximum time period, the reservation of the Vehicle shall be automatically cancelled, and the Driver shall be obligated to immediately return the Vehicle to a Drop-Off Area.

#### **5.29 Specified usage procedure of the Vehicle:**

- 5.29.1 To enter the Vehicle, the Driver shall unlock the doors of the Vehicle by way of tapping the button "Unlock" in the Mobile Application.
- 5.29.2 To start driving the Vehicle, the Driver shall tap the button "Start Drive", then press on the brake pedal and put the Vehicle into gear.
- 5.29.3 In case of a temporary stop, the Vehicle shall be locked and again unlocked via the Mobile Application.
- 5.29.4 The battery of the Vehicle can be charged free of charge by using the Charging Cards together with the Charging Devices stored in the Vehicle. Using the Charging Cards to charge any other vehicles shall be strictly prohibited and shall result in a contractual penalty payable by the Driver to Beast in the amount of **EUR 200**. In the event any Charging Card is lost or stolen, the Driver shall be obliged to pay Beast a contractual penalty in the amount of **EUR 50**.
- 5.29.5 After the Driver is finished using the Vehicle, the Driver must return the Vehicle to a Drop-Off Area.
- 5.29.6 Beast shall be entitled to replace the Vehicle used by the Driver with another Vehicle of the corresponding category and parameters at any time during the Vehicle Use Period To perform periodic maintenance and repair works, fix defects and carry out any other actions in relation to the Vehicle, by giving the Driver at least 3 days prior notice by phone, e-mail, text message or message within the Mobile Application. The Driver must allow Beast to replace the Vehicle, including return the keys and other items taken from the Vehicle and take all personal items from the Vehicle, at

the time and place specified by Beast. Upon failure to allow replacement of the Vehicle, the Driver shall be liable to compensate all losses incurred by Beast.

- 5.29.7 When the Vehicle is returned to the Drop-Off Area, the Driver shall not to leave any personal belongings in the Vehicle and shall check that all documents, fittings and accessories of the Vehicle (including the key fob or card of the Vehicle, Charging Cards, Charging Devices, parking clock, fire extinguisher, Tesla medibag containing first aid kit, safety vest and warning triangle, microfiber cloth for cleaning the centre console, bottle of disinfectant, wet wipes for hands, cleaning wipes for the Vehicle, umbrella, phone chargers and, if applicable, child booster seats and pet transportation boxes) are left in their original location. In the event any document, fitting or accessory of the Vehicle is lost or stolen, the Driver shall be obliged to pay Beast a contractual penalty in the amount of up to **EUR 600**.
- 5.29.8 The Vehicle must be returned and parked to a place in which it could be publicly accessed at any time. The Vehicle cannot be left at places with barriers (except for specific Drop-Off Areas marked in the Mobile Application), private parking lots and other private property areas. In case of violation of such restriction, the Driver must pay Beast a contractual penalty in the amount of **EUR 100**.
- 5.30** To return the Vehicle, the Driver must lock the doors of the Vehicle in accordance with the instructions provided in the Mobile Application and follow other conditions displayed in the Mobile Application, which may, among other things, require the Driver to take photos of the Vehicle. When returning the vehicle, the Driver shall make sure that the lights and media system of the Vehicle are switched off, the windows, roof and sunroof are closed, and the doors are locked.
- 5.31** If the Vehicle was booked through Beast.rent Website and the initially set return time is postponed due to the Driver's delay or lateness, a contractual penalty in the amount of **EUR 25** will be applied for each delayed 30 (thirty) minutes.
- 5.32** When using the Mobile Application, the Service Fee will accrue until the services have been successfully terminated in accordance with the termination procedures set out in the Mobile Application and the Vehicle has been returned to the permitted Drop-Off Area.

## **6 PAYMENT TERMS AND CONDITIONS**

- 6.1** The Driver shall pay Beast the Base Service Fee for every minute of the Vehicle Use Period pursuant to the pricelist(s) in the Mobile Application valid at the beginning of the Vehicle Use Period. Drivers booking Vehicles through the Website will pay the fixed amount for the chosen rental period based on the pricelist(s) on the Website.
- 6.2** The Vehicle Use Period shall be recorded in the Vehicle System from the moment of reserving the Vehicle until the moment of returning the Vehicle to a Drop-Off Area and locking the Vehicle.
- 6.3** The Driver shall pay Beast the Kilometre Fee for every kilometre exceeding the daily (24 hours) limit specified in the Mobile Application and/or Website, pursuant to the pricelist(s) valid at the beginning of the Vehicle Use Period.
- 6.4** The Driver can obtain Beast Bucks and pay for the Services by Beast Bucks in accordance with Beast Bucks Terms.

- 6.5** The Driver shall link their payment card with their account in the Mobile Application. The Driver may link more than one payment card with their account in the Mobile Application. The payment card must allow automatic debiting from the Driver's bank account connected to the card. The Service Fee shall be automatically debited from the payment card either at the start of the Vehicle Use Period or following the end of the Vehicle Use Period. If payment is declined, Beast shall notify the Driver by phone, e-mail, text messages or messages within the Mobile Application requesting immediate payment and/or return of the Vehicle. If the Driver does not make the payment or return the Vehicle within 24 hours of receiving such notice, Beast shall have the right to report the Vehicle stolen.
- 6.6** When the Driver links a payment card with their account in the Mobile Application, Beast shall verify the payment card before authorizing the rental, by reserving **an amount** pursuant to the pricelist(s) in the Mobile Application and/or Website. The reservation amount is fully released back to the Driver's bank account after the rental has been ended and payment for the rental successfully processed. The time that takes to return the reserved amount to the Driver's bank account depends on the processes of the issuer of the payment card.
- 6.7** Beast may use a third-party service provider (such as Stripe) for its payment processing. The use of the third-party service provider shall be subject to the terms of the privacy notice. The Driver may be required to accept the terms and conditions of the third-party service provider to use the Services of Beast.
- 6.8** The Driver shall be entitled to receive VAT invoices by adding the relevant details to their account in the Mobile Application (the details should be added in relation to each payment card for which the Driver wishes to receive VAT invoices). The VAT invoices shall be sent to the Driver's e-mail after each ride. The user of the Services on the VAT invoices shall be the Driver.
- 6.9** If Beast is not able to debit the full amount of the Service Fee from the Driver's payment card, the Driver shall not be allowed to reserve a new Vehicle until the amount or any contractual penalties have been paid in full.
- 6.10** If the Driver does not receive an invoice by e-mail, the Driver shall be entitled to request the invoice from Beast in accordance with section 1.3. All of the Driver's invoices for past rides shall also be available on the Driver's account in the Mobile Application.
- 6.11** If the Driver fails to settle any outstanding amounts with Beast in a timely manner, Beast shall have the right to submit an application for an expedited request of payment, authorise a debt collection agency to collect the debt or assign its claim against the Driver to a debt collection agency.
- 6.12** In case the Driver breaches any of its obligations or restrictions set forth in these Driver Terms for which a contractual penalty, default interest, indemnification of damages or any other compensation (hereinafter jointly referred to as the "penalty") has been stipulated, Beast shall have the right to automatically debit such penalty from any of the Driver's payment cards linked with their account in the Mobile Application. If payment is declined, the Driver shall pay the penalty to Beast within 10 calendar days from the relevant request made by Beast.
- 6.13** Beast shall have the right to require the Driver to pay default interest in the amount of 0.05% for each day of delay on any late payments.

- 6.14** Any contractual penalties set forth in these Driver Terms or in the Mobile Application shall be considered as minimum indisputable damages of Beast. Payment of contractual penalty shall not release the Driver from the obligation to compensate all other damages of Beast that exceed the amount of the contractual penalty. In addition, payment of contractual penalty shall not release the Driver from fulfilment of their obligations set forth in these Driver Terms.
- 6.15** If the Driver reaches the time limit for using the Services as specified the Mobile Application, Beast shall be entitled to request the Driver to pay for the Services in full by the expiry of the time limit. If the Driver fails to pay the full amount for the Services by the expiry of the time limit, they shall return the Vehicle to a Drop-Off Area, lock the Vehicle and finish the ride not later than within one hour from receiving the request from Beast to pay for the Services in full. If the Drivers fails to pay for the Services in full or return the Vehicle to a Drop-Off Area, Beast shall be entitled to block the Driver's access to the Mobile Application, block the use of the Vehicle (lock the Vehicle) until the Driver pays for the Services in full and report the Vehicle stolen.
- 6.16** The Driver shall pay the Base Service Fee until they reach the daily/weekly/monthly limit (as applicable) set forth in the pricelist(s) in the Mobile Application and/or Website. If the Driver continues to use the same Vehicle on the following day/week/month (as applicable), the Driver shall start to pay the Base Service Fee again until they reach the daily/weekly/monthly limit (as applicable).

## **7 LICENCE FOR THE USE OF THE SERVICE**

- 7.1** The Driver acknowledges that all trademarks and intellectual property rights in and to any materials, data, or information, including all software (in source code or object code) and documentation related thereto, which have been provided by Beast to the Driver in connection with the performance of the Services are owned and shall continue to be owned by Beast and/or its licensors. Notwithstanding the foregoing, subject to these Driver Terms, Beast grants the Driver a worldwide, personal, non-exclusive, non-transferable, non-sublicensable and revocable licence to access and use the Services and install the Mobile Application. The Services may only be used by the Driver for its intended purposes and during the term the Driver Terms remain in force between the parties.
- 7.2** Unless the Driver has been permitted by Beast to do so in a separate agreement in a format reproducible in writing, the Driver has no right to rent, lease, lend, sell, redistribute, sublicense, copy, reverse engineer, decompile, disassemble, translate, modify, distribute copies of, make available, adapt, run or make it possible to run any programs or codes that allow cutting, indexing, analysing or engaging in data mining/data scraping or create derivative works based on the Website, Mobile Application or other software or its related intellectual property.
- 7.3** The Driver acknowledges that all services, features, tools and developments made available under these Driver Terms, including the Services, are made available on "as is", "as available" basis and have not been designed to meet the Driver's individual requirements.

## **8 RIGHT OF WITHDRAWAL**

- 8.1** If the Driver is a consumer, the Driver has a statutory right to withdraw from the contractual relationship with Beast within fourteen (14) days of the date of the entry into force of these Driver Terms (see section 8.1), without giving reason. To exercise the right of withdrawal,

the Driver must inform Beast of the decision to withdraw from the contract by an unequivocal statement (e.g. a letter sent by post or e-mail). The Driver may use the model withdrawal form under section 7.2 below, but it is not a mandatory requirement to do so.

**8.2** Model withdrawal form can be used to exercise the right of withdrawal (the Driver shall complete and return this form only if it wishes to withdraw from the contract):

- To [the local company belonging to Beast group]
- I hereby give notice that I withdraw from the contract for the provision of the following service: e.g. vehicle rental,
- Date of conclusion of the Driver Terms,
- Name of the Driver,
- Address of the Driver,
- Signature of the Driver (if the form is notified on paper)/Digitally signed,
- Date: [...].

## **9 MISCELLANEOUS**

**9.1** These Driver Terms shall come into force in respect of the Driver from the moment the Driver has accepted them by clicking the button “Accept” upon registration in the Mobile Application; accepted the rental terms and conditions on the Website; or used their digital signature (DigiDoc or DocuSign) to sign the Vehicle Rental And Service Provision Terms And Conditions.

**9.2** Beast may unilaterally amend these Driver Terms and the pricelist(s) available in Mobile Application and/or Website by giving a respective notice to the Driver by e-mail or in the Mobile Application.

**9.3** If following the amendment of these Driver Terms or the pricelist(s) and notification of the Driver thereof the Driver continues to use the Vehicles, they shall be deemed to have accepted the amended Driver Terms or pricelist(s) indicated in the Mobile Application and/or Website. If the Driver does not accept the amendments, they shall immediately return the Vehicle to the Drop-Off Area and properly finish the ride with the Vehicle.

**9.4** The remedies provided in these Driver Terms are cumulative and not exclusive of any remedies provided by applicable law.

**9.5** A failure of Beast to exercise or enforce any right or provision of these Driver Terms shall not constitute a waiver of that right or provision.

**9.6** Beast uses reasonable efforts to ensure that information on the Mobile Application and the Website is complete, accurate, error-free and up to date. Despite best efforts of Beast, this may not always be the case.

**9.7** If any part of these Driver Terms is held to be invalid, unlawful or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Driver Terms, such provision shall not affect the validity and enforceability of any other remaining provisions.

**9.8** Beast may assign these Driver Terms (either collectively or each right and/or obligation separately, as decided by Beast) to its parent company, affiliate or subsidiary without the consent of the Driver. The Driver may not assign any rights or obligations they have under these Driver Terms without the prior written approval of Beast, except for to a debt collection agency for debt recovery.



- 9.9** These Driver Terms shall be constructed in accordance with and governed by the law of the Vehicle's most current registration country, e.g. Estonia, Finland, Sweden, Norway, Denmark, Iceland, France, etc. Any dispute, controversy or claim arising out of or in connection with these Driver Terms, or the breach, termination, or invalidity hereof, which the parties have failed to solve by negotiations shall be settled in the respective court of the country. If the Driver is a consumer, the law of the country in which the Driver has its place of residence or habitual residence at the time of the conclusion of the contract applies. This does not affect the application of mandatory provisions that restrict the choice of law, and in particular the applicability of mandatory laws of the country in which the consumer is habitually resident, such as consumer protection laws. If the Driver is a consumer, Beast can only bring proceedings (e.g. sue) against such Driver in the courts of the country in which the consumer has its place of residence or habitual residence. In contrast, if the Driver is a consumer, such Driver can bring proceedings against Beast at any legally authorised place of jurisdiction in addition to the court with jurisdiction for the Driver's place of residence or habitual residence.
- 9.10** The laws of the Place of Operation, such as the laws and regulations in force at the Place of Operation (local legislation), may apply to the performance of the Driver's obligations, and the Driver undertakes to comply with local laws.