

KICK LITE CY LTD
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email: cyprus@youdrive.today
Registered company number is HE 393965

PUBLIC OFFER AGREEMENT
the Rent of Electric vehicle

KICK LITE CY, LTD, hereinafter referred to as “the Lessor”, on one hand, and a private individual, hereinafter referred to as "User" on the other hand - collectively referred to herein as "Parties", have entered into this agreement, hereinafter referred to as the "Agreement",—as follows:

1. DEFINITIONS

All following words and phrases, if capitalized, mean the following in this Agreement, unless otherwise specified in the Agreement:

Electric vehicle – electric scooter that The Lessor lends to the User for a short-term rent and use as regulated by this Agreement, which the Parties enter into by means of acceptance of the offer by the User. Rent—the use of the Electric vehicle in accordance with the purposes identified in this Agreement, from the time of beginning of the rental period until its termination abiding to section 7 of this Agreement.

Mobile Software Application “YouDrive lite” (hereinafter - Mobile App), is a software application provided by the Lessor, which the User installs on one’s mobile device allowing access to the Lessors services. In doing so, the profiles belonging to the User for the purposes of using other Services rendered by KICK LITE CY, LTD are combined in terms of using the Bonus Points, and the access to the Automobiles and Electric vehicles rental services is provided by various Mobile Apps.

Rate Regulation—an annex to the Transport Electric vehicle without crew rent agreement applying to the terms of this Agreement in terms of the Rating and Bonus Points, their adding and use.

The Lessors Website—<http://lite.youdrive.today/>

Subtraction without Acceptance—subtraction of monetary funds from an account specified by the User without one’s additional acceptance. Subtraction happens in cases and in accordance with this Agreement. Normal Use of the Electric vehicle—careful use of the Electric vehicle for the purposes of travelling from one point to another with due precautions abiding to the road traffic regulations ordained by the government of the Republic of Cyprus (hereinafter road traffic regulations), accounting for weather conditions, road condition, etc., not driving on rugged terrain or off-road.

Fake Account—an account created using unauthentic information, documents that are not original, information or documents belonging to another person, etc.

2. SUBJECT-MATTER OF THE AGREEMENT

2.1. The Lessor passes the Electric vehicle to the User for a short-term rent and use without provision of driving services or technical maintenance, and the User accepts the Electric vehicle for use in accordance with one's personal needs not related to conducting any business activity.

2.2. User can use the Electric vehicle within city's area. It is forbidden to use the Electric vehicle outside of the designated territory

3. ORDER OF ENTERING INTO THE AGREEMENT

3.1. User willing to enter into the Agreement has to electronically accept the Agreement in the order, specified in the present section of the Agreement. The Agreement is entered into via accession of the User to all the terms regulated by the Agreement.

3.2. Acceptance implies that the User has familiarized oneself with all the terms of the Agreement, agrees with them and accepts an unconditional obligation to follow them.

3.3. By User's acceptance the Lessor and the User recognize User's fulfillment of all the following actions:

3.3.1. The User fills out in full the registration Form provided to the User at the time of registration in the Mobile application "YouDrive lite";

3.3.2. User's full acquaintance with the terms of this Agreement that is signified by putting a mark— "checkmark"—in a specially designated box in Mobile App "YouDrive lite". the Lessor and the User hereby recognize the aforementioned mark to be analogous to User's handwritten signature legally equivalent to User's hand-written signing of the Agreement on a paper medium.;

3.3.3. User's presentation of a personified bank card issued with User's first and last names and subtraction from their account a random amount without acceptance, as provided in clause 5.1 of the Agreement.

3.3.3.1. The payment mentioned in clause 3.3.3 is subject to change at the Lessors discretion in cases ramified by the Lessors promotional or other campaigns, as well as by use of promo-code provided by the Lessor, or other circumstances. The altered payment, however, is to be recognized as equivalent.

3.3.4. If the User does not email a reasoned complaint at we@youdrive.today within five days of registration, The Lessor is considered to have abided to its obligations, and the User loses one's right to file a complaint and is considered to have accepted the Lessor's abidance to the Agreement.

4. PARTIES' RIGHTS AND OBLIGATIONS

4.1. The Lessor has the rights to:

4.1.1. Verify the User's debt, and also to analyze other situations that occurred with the User within this Agreement, as well as other Agreements between the User and YouDrive in the event that such were entered into;

4.1.2. At any time ensure the safety of the Electric vehicle, as well as its technical condition, control the compliance of the Electric vehicle operation with the purposes established by this Agreement;

4.1.3. refuse to provide the Electric vehicle if the User has any outstanding debt in respect of this Agreement, as well as the Transport Electric vehicle without crew rent agreement (for cars) between the User and the Lessor, until the User has repaid the debt in full in the Agreements in full, and if the User has violated any of these Agreements;

4.1.4. Unilaterally change the terms of this Agreement (including rental fee, terms, and rates), having notified the User by posting the information about the corresponding changes on the Lessors Website or the Mobile App “YouDrive lite”;

4.1.5. in the presence of debt from the Tenant on payment of lease payments more than one day (24 hours) without the prevention to withdraw the Electric vehicle from the User, to declare in competent authorities about the fact of theft, and also to resort to other protective measures;

4.1.6. if there are sufficient grounds to believe about the possibility of fraud, as well as other manifestations of unfair behavior on the part of the User, to terminate the performance under this Agreement, as well as under the Lease of the Electric vehicle without crew, concluded between the User and the Lessor, unilaterally notifying the User;

4.1.7. if the allowed use territory described in this Agreement is violated, report the theft to the relevant authorities, as well as implement other defensive measures;

4.1.8. Process personal information provided by the User about oneself;

4.1.9. in case of doubts about the identity of the User, the authenticity of the documents provided by the User, the Lessor has the right to require additional information confirming the identity of the person planning to enter into the Contract. In case of failure to provide additional information, non-compliance with the order of the conclusion of the Contract, provided for by section 3 of this Contract, the acceptance is not made, and the Contract is not concluded. The Lessor shall not be liable if the Contract is not concluded due to the inability to process the documents provided by the Tenant for technical reasons.

4.2. The Lessor is obligated to:

4.2.1. To provide the User with the Electric vehicle in good technical condition;

4.2.2. To cover the Electric vehicle, occurring due to the Electric vehicle’s normal use, except the expenses directly conferred upon the User by the Agreement.

4.2.3. To provide the User with full information about the Electric vehicles, their types, technical characteristics, respective rental fees, and other information by means of the Mobile App “YouDrive lite”, as well as timely post information about any changes to terms of the Agreement on the Lessors Website;

4.3. The User is obliged to:

4.3.1. User has been notified that in accordance with clause 1.2 of the Cyprus Road Traffic Regulations, any person driving an Electric vehicle shall be equated to a pedestrian. Accordingly, the User undertakes to use the Electric vehicles in full compliance with the road traffic regulations;

4.3.2. Accept the Electric vehicle according to the terms of this Agreement and use it carefully, strictly in accordance with the purposes stated herein, take timely action aimed at

preventing and averting any material damage to the property of the Lessor and third parties, and eliminate any resulting consequences;

4.3.3. The user agrees and acknowledges that the Electric vehicle may not be available at all times. It is the User's responsibility to check the level of charge power in the Electric vehicle and to ensure that it is adequate for the ride before initiating operation of the Electric vehicle.

4.3.4. Ensure the safety of the Electric vehicle from the time of the beginning of the Rent until its termination;

4.3.5. Use the Electric vehicle personally;

4.3.6. Abide to the road traffic regulations and be responsible for their violation

4.3.7. Timely cover the rental fee and other payments in accordance with the terms of this Agreement, ensure there are sufficient funds available on the bank card, indicated in the Agreement, to be able to cover the said rental fee and payments;

4.3.8. Return the Electric vehicle to the Lessor at the time of Rent termination in proper technical condition as specified in this Agreement;

4.3.9. Examine the Electric vehicle for any damage prior to the use of the Electric vehicle;

4.3.10. Report any damage to the Electric vehicle prior to the use of the Electric vehicle, via the Mobile App "YouDrive lite" by sending photos in accordance with the procedure provided for by Mobile App "YouDrive lite";

4.3.11. Immediately notify the Lessor the Mobile App "YouDrive lite" or by calling our customer support through the "YouDrive lite" app about any damage to the Electric vehicle during the rent, any disconnection of any of the systems, other malfunctions, breakdowns, traffic accidents and events in which Electric vehicle acts as a participant, as well as any events and facts that may cause damage to the Electric vehicle, malfunctions of Mobile App "YouDrive lite", the termination of the rental in the absence of the User's actions indicating the termination of rental in accordance with this Agreement. Stop using the Electric vehicle in any of the above cases, and to inform the Lessor;

4.3.12. In case the User's account has subtraction of funds in the amount which is not in accordance with the rates listed in Mobile App "YouDrive lite" the User has to immediately notify the Lessor by emailing at cyprus@youdrive.today, or by calling our customer support through the "YouDrive lite" app;

4.3.13. Send to the Lessor photos of the original passport via the Mobile App during the acceptance of this Agreement;

4.3.14. To take proper precautions in order to protect one's Mobile App account, including User's name and password, from unauthorized use by third parties. The User has to immediately inform the Lessor in case of the said unauthorized use. The User hereby confirms that any actions performed by them using one's account details the Parties unconditionally consider being the User's expression of will. The User takes any risks associated with unauthorized use of one's account, or one's mobile device themselves;

4.3.15. Follow any updates on the Lessor's Website and in Mobile App "YouDrive lite";

4.3.16. In case of changing the telephone number and/or other data specified in the Agreement, to inform the Lessor about this indicating new data by e-mail cyprus@youdrive.today, as well as in written form by registered mail return receipt requested and describing the list of attachments. Prior to the date of receiving the updated User data from the User, the Lessors shall fulfill the Agreement in accordance with the User

data that YouDrive has. All risks associated with the User's failure to notify the Lessor about any changes of the data shall be borne by the User;

4.3.17. Upon completion of use and termination of the rental, the User agrees to park the Electric vehicle in a manner that prevents KICK LITE CY, LTD from accessing it. If You violate this Section, KICK LITE CY, LTD may charge You an amount for the loss to KICK LITE CY, LTD occurred from KICK LITE CY, LTD being unable to access the Electric vehicle and rent such Electric vehicle to other Users, up to 500 euro, in Our sole and absolute discretion; User agrees to park the Electric vehicle following the local traffic rules.

4.3.18. Be at least 18 years of age as at the date of signing the Agreement;

4.3.19. Immediately re-submit provide documents to the Lessor when sending such a request at the time of registering the account, as well as during the usage of the account.

4.4. The User has the right:

4.4.1. The User shall be entitled to rent different Electric vehicles at different times;

4.5. User is prohibited:

4.5.1. Cross the roadway on any footbridges, pedestrian crossings, pedestrian underpasses, and other crossings without getting off the Electric vehicle;

4.5.2. Enter any metro stations;

4.5.3. Use the Electric vehicle on uneven surfaces, outside any sidewalks and paved paths, move through any pits, potholes, slides, other humps that differ from the road bed by 1 cm, or having sharp edges or other features of the roadway and create an additional load for the Electric vehicle wheels, or any puddles with a depth of more than 1 cm whether the depth of such puddle can be judged by eye or not;

4.5.4. To drive the Electric vehicle under the effect alcohol, narcotic, toxic or other substances, as well as refuse to pass a medical examination procedure at the request of a relevant official;

4.5.5. To perform acrobatic stunts, make jumps, and encounter any obstacles, curbs, or steps;

4.5.6. To use the Electric vehicle to transport and tow any cargoes;

4.5.7. To carry any other individual, or transport children, animals on the Electric vehicle;

4.5.8. drive the Electric vehicle when the total weight (with clothes, bags, backpacks, etc.) exceeds 100 kg;

4.5.9. create an increased load on the transmission by simultaneously pressing the foot brake and the throttle trigger;

4.5.10. To fold the Electric vehicle (including using the native mechanism);

4.5.11. To remove the stickers, brands, identification numbers, as well as apply any prints, stick labels, or paint the Electric vehicle or individual parts, apply any marks, or damage the paint coating, or stain the Electric vehicle (except for normal staining of the platform with street shoes);

4.5.12. To use the Electric vehicle outside the active rent session in accordance with the rules of present Agreement and the procedures specified by the Mobile application;

4.5.13. To use any technologies, or take any actions that may damage the Lessor Website, or the Mobile App, or the Electric vehicle, or other YouDrive property, or property or health of any third parties;

4.5.14. To make any changes to the Electric vehicle, or change any characteristics, or make any improvements or degradations of the Electric vehicle;

- 4.5.15. To transfer the Electric vehicle to any third parties for use, including sub rental;
- 4.5.16. To transfer his/her account information to any third parties;
- 4.5.17. To use the Electric vehicle in any competitions;
- 4.5.18. To use the Electric vehicle for driving on rugged terrain or off-road;
- 4.5.19. To terminate the rental session outside the boundaries and rules established in this Agreement, as well as those specified in the Mobile application;
- 4.6. The Parties have agreed to consider these conditions as the material conditions of the Agreement.

5. PAYMENT ORDER AND FORM

- 5.1. At the time of registration, the User has to subtract a random amount without acceptance in order to prove the correctness of the bank card data entered. The specified amount shall not count as a rental payment and shall be returned within 24 hours to the User's bank card.
- 5.2. The User shall pay rent to The Lessor for using the Electric vehicle.
- 5.3. When using Electric vehicle, the rental fee shall be 17 cents per minute of use including 19% VAT;
 - 5.3.1. The minimum order value shall be 17 cents, including 19% VAT. If the actual order value is less than 17 cents, then the difference between the minimum order value and the actual value shall be credited to the Bonus Account in accordance with the rules established by the Rate Regulation.
 - 5.3.2. Any rentals, or fines, or other fees provided for in this Agreement shall be paid through subtraction the funds from the User's bank card without acceptance in accordance with the the Lessor rates;
 - 5.3.3. The User does hereby confirm that User has acquainted with the rates established by the Lessor, as well as with the Rate Regulation. The Rate Regulation shall be an integral part of this Agreement. The User does hereby confirm that the User agrees to subtract rentals, or fines, or other fees under this Agreement.
- 5.4. The funds for using the Electric vehicle shall be subtracted upon the termination of the rent, except for cases when the rent exceeds 10 euro. In the latter case, YouDrive shall have the right, every time when this limit I exceeded, to subtract (including during the rent) 10 euro from the User account an unlimited number of times as long as the User is using Electric vehicle.
- 5.5. Write-offs for using an Electric vehicle is made after completion of the ride except in cases when rent exceeded 10 euro. Every time during the ride the rent exceeded 10 euro the lessor have the right to amount (including during the rent) 10 euro from Users account.
- 5.6. In case of shortage money on Users account (or if it is not possible to dismiss) or lack of funds or the inability to subtract such funds from the User's accounts, as well as in case a debt reaches 25 euro during the usage, the Lessor shall be entitled to compulsorily terminate the Electric vehicle rent, and block the User in the Mobile App.
- 5.7. On any grounds other than paying rent (fines, etc.), the money shall be subtracted within 5 (five) calendar days from the date of noticing the User about the payment claim occurred. In the case of insufficient funds on the User's account, any payment arising under this Agreement shall be considered as a debt, and the Lessor shall have the right to accrue a fine to such payment in a general

manner (5% per day of delay). The fines referred to in this clause shall accrue until the User has fully repaid such debt, including the amount of the fine, or until the information about the User's debt is submitted to the court for enforcement, or after 2 weeks from the beginning of the fine accrual.

5.8. When the User does not agree with the fine imposed and other subtractions, the User shall notify the Lessor of such disagreement by sending a letter to the Lessor postal address and a copy thereof to cyprus@youdrive.today. When the User failed to notice the Lessor about the reasons for his/her disagreement in the way above within three days, then the User shall be deemed to have confirmed his/her consent to such fine imposed.

5.9. The User's performance of the actions specified in section 3 of the Agreement means unconditional consent to the withdrawal of funds from the User's account, to which the User's Bank card is linked, for the use of the Electric vehicle and the implementation of other payments under this Agreement (including fines), as well as consent to the Lessor's sending orders, requests, etc. to the User's Bank;

5.10. Any money erroneously subtracted shall only be returned in the absence of the guilty actions of the User. No return shall be made when the User violates any of the clauses of this Agreement during the use.

5.11. A refund of the cash equivalent to the bonuses added to the User in Mobile Apps YouDrive shall not be made.

6. TERM OF RENT

The period to rent the Electric vehicle shall be calculated in seconds, minutes and hours. The rental period shall be determined by section 7 of the Agreement.

7. THE PROCEDURE OF DELIVERY - ACCEPTANCE AND USE OF THE ELECTRIC VEHICLE

7.1. The Electric vehicle shall be delivered to the User as follows:

7.1.1. The Parties come to an agreement on renting a particular Electric vehicle by the User's selecting any currently available Electric vehicle using Mobile App "YouDrive lite".

7.1.2. The User shall select an Electric vehicle based on sufficient funds on the User account's bank card. The Mobile App "YouDrive lite" shows the following information about the Electric vehicle being selected: location, rate, and charge level.

7.1.3. By pressing the unlock button in the Mobile App "YouDrive lite", the User certifies and confirms his/her actual acceptance of the selected Electric vehicle.

7.1.4. If the User is unable to return any Electric vehicle to a valid area (i.e., the User deactivates an Electric vehicle on private property, a locked community, and/or any other unreachable area), and request that the Electric vehicle be picked up by KICK LITE CY, LTD, then We, in Our sole and absolute discretion, may charge the User a pick-up fee up to 100 euro. If any Electric vehicle accessed under the User's account is abandoned without notice, the User will be responsible for all fees until the Electric vehicle is recovered and deactivated, plus a service charge of up to 150 euro, to recover the Electric vehicle. Fees are

subject to change in KICK LITE CY, LTD sole and absolute discretion, and without notice to User.

7.1.5. The Electric vehicle rental period shall be calculated from the moment the Unlock button is pressed in Mobile App “YouDrive lite” until the actual termination of the User’s rental of a particular Electric vehicle, which shall be confirmed by sending the photos of the general view of the buckled Electric vehicle in the manner provided for by Mobile App “YouDrive lite”.

7.2. When the User has otherwise possessed the Electric vehicle either at the beginning of the rent or during the rent, in particular, but not limited to, used any tools to open the lock, or opened or closed the Electric vehicle in any manner other than described in this Agreement, or disconnected the Electric vehicle security systems and control, or used data of any other person or a fake account, or otherwise illegally possessed the Electric vehicle or continues using the Electric vehicle in the absence of an active rental session, then the Parties have agreed that such actions shall be considered as a theft and shall be qualified and punished in accordance with the Cyprus legislation.

8. RESPONSIBILITY OF THE PARTIES

8.1. The Parties failing to perform or improperly performing the obligations under this Agreement shall be liable in accordance with the current Cyprus legislation.

8.2. When the User (or any persons admitted by the User to use the Electric vehicle) violates the road traffic regulations, as well as other rules of the Cyprus legislation during the Electric vehicle rent, then the User shall bear the costs of paying any administrative fines;

8.3. When the User (or any persons admitted by the User to use the Electric vehicle) violate the rights of third parties or cause harm to the health or property of third parties, then the User shall settle any claims against the Lessor from third parties and compensate in full for the losses incurred by the Lessor.

8.4. In case of damaging the Electric vehicle, the User shall be liable within the amount of the damage caused. The compensation amount can be reduced as agreed by the Parties.

8.5. In case of damaging and deterioration of the Electric vehicle User covers the cost at the rate of:

The Electric vehicle part	Cost of the compensation
back wheel	70 euro, including VAT 19%
battery	250 euro, including VAT 19%

front engine-wheel	150 euro, including VAT 19%
the casing	50 euro, including VAT 19%
display	50 euro, including VAT 19%
electric brake	10 euro, including VAT 19%
grips	10 euro, including VAT 19%
front end	50 euro, including VAT 19%

8.6. If the rent is delayed due to the User's fault for more than 24 hours, then the Lessor shall be entitled to charge the User with a penalty in the amount of 5% of the amount due per each day of delay. If other payments are delayed (including but not limited to fines) after five days from the Lessor notification of the User about the fine, then the Lessor shall be entitled to charge the User with a penalty in the amount of 5% of the amount due per each day of delay. The penalties referred to in this clause shall be charged until the User's full repayment of this debt, including the amount of the penalty, or until the submission of the information about the User's debt to the court for enforcement, or after 2 weeks from the beginning of the penalty accrual.

8.7. In case of unauthorized removal of the brand stickers, brands, identification numbers, as well as applying any prints, sticking of labels, or painting the Electric vehicle or individual parts, or applying any marks, or damaging the paint coating, or staining the Electric vehicle (except for normal staining of the platform with street shoes), the User shall pay a penalty in the amount of 70 euro.

8.8. In case of violation of the Electric vehicle intended use, as well as in the case of any other violations of the rules, in particular:

- violations of the Electric vehicle careful use in strict accordance with its intended use and the purposes specified in this Agreement,
- failure to take any measures to prevent damage to the property of the Lessor and third parties and to eliminate the relevant consequences,
- in the case of performing acrobatic stunts, making jumps, encountering any obstacles, curbs, or steps,

- using the Electric vehicle in competitions, the User shall pay a penalty in the amount of 100 euro and reimburse the damage caused to the Lessor or the Electric vehicle (if any) in full, including 19% VAT.

8.9. In the case of using the Electric vehicle in violation of the use restrictions, in particular if the User:

- violates the road traffic regulations,
- carries the Electric vehicle in any buildings, or restricted access areas, or other facilities,
- crosses the roadway on any footbridges, pedestrian crossings, pedestrian underpasses, and other crossings without getting off the Electric vehicle,
- uses the Electric vehicle on uneven surfaces, outside any sidewalks and paved paths, move through any pits, potholes, slides, other humps that differ from the road bed by 1 cm, or having sharp edges or other features of the roadway and create an additional load for the Electric vehicle wheels, or any puddles with a depth of more than 1 cm whether the depth of such puddle can be judged by eye or not,
- uses the Electric vehicle for driving on rugged terrain or off-road;

the User shall pay a penalty in the amount of 100 euro and reimburse the damage caused to YouDrive or the Electric vehicle (if any) in full, including 19% VAT.

8.10. In the event that the User drives the Electric vehicle under the effect of alcohol, narcotic, toxic or other substances, as well as refuse to pass a medical examination procedure at the request of a relevant official, the User shall pay a fine of 250 euro and reimburse the damage caused to YouDrive lite or the Electric vehicle (if any) in full with 19% VAT included.

8.11. In case the User:

- uses the Electric vehicle to transport and tow any cargoes,
- carries any other individual, or transport children, or animals on the Electric vehicle,
- drives the Electric vehicle when the total weight (with clothes, bags, backpacks, etc.) exceeds 100 kg,
- creates an increased load on the transmission by simultaneously pressing the foot brake and the throttle trigger,
- folds the Electric vehicle (including using the native mechanism);
- makes the Electric vehicle fall (or otherwise leaves the Electric vehicle in a situation of possible falling or not properly buckled), the User shall pay a penalty in the amount of 100 euro and reimburse the damage caused to the Lessor or the Electric vehicle (if any) in full, including 19% VAT.

8.12. In case the User:

- uses the Electric vehicle outside the rent session,
- uses any technologies, or takes any actions that may damage the Lessors Website, or the Mobile App, or the Electric vehicle, or other the Lessor property, or property or health of any third parties,
- transfers the Electric vehicle for use by third parties, including sublease,
- transfers his/her account information to any third parties,
- makes any changes to the Electric vehicle, or change any characteristics, or make any improvements or degradations of the Electric vehicle
- makes an attempt of theft or other actions qualified similarly within this Agreement;

the User shall pay a fine of 700 euro and reimburse the damage caused to the Lessor or the Electric vehicle (if any) in full, including 19% VAT.

8.13. When the User provides the Lessor with false information or otherwise misleads the Lessor about his/her own identity when entering into the Agreement, or in any other breaches of the Agreement by the User, the Lessor may unilaterally terminate the Agreement, and the User shall pay a fine of 400 euro, and also to reimburse the damage caused to the Lessor or the Electric vehicle (if any) in full, including 19% VAT.

8.14. For terminating the Rent outside the parking stations indicated in the Mobile App in restricted access areas or in any premises, the User shall pay a penalty of 70 euro.

8.15. For giving the Electric vehicle to a minor, incapacitated person or a person with a restricted legal capacity, the User shall pay a fine of 250 euro, and also reimburse the damage caused to YouDrive or the Electric vehicle (if any) in full, including 19% VAT. 8.16. For failure to notify the Lessor of any damage to the Electric vehicle that occurred during the Rent, malfunctions, breakdowns, traffic accidents and events in which Electric vehicle acts as a participant, as well as any events and facts that may cause damage to the Electric vehicle, the User shall pay a fine of 100 euro, and also reimburse in full the expenses incurred by the Lessor in connection with such a violation. When the User failed to notify the Lessor of any damage, staining or any other kind of deterioration in Electric vehicle prior to the start of the Rental, then the User shall be deemed as guilty for causing damage.

8.17. In case of violation of other clauses of the Agreement containing the rules on the User's duties and prohibitions, the User shall pay a fine in the amount of 30 euro.

8.18. If, within three days from the date of sending the penalty notice, the User failed to send a response by e-mail with a reasoned refusal to pay such penalty, then the User shall be deemed to have confirmed his/her consent to such penalty charged.

8.19. The User shall bear the risk of an accidental loss of or an accidental damage to the Electric vehicle from the moment of pressing the "Unlock" button in the Mobile App "YouDrive lite" and until the actual termination of the rental of a particular Electric vehicle, fastening the Electric vehicle to the parking station specified in the Mobile App, as well as terminating the rent in the Mobile App in accordance with the provisions of this Agreement.

8.20. It is hereby determined that the amount of the fines established by this section may be reduced as agreed by the Parties.

9. TERMINATION GROUNDS AND PROCEDURE

9.1. This Agreement may be terminated early:

9.1.1. as agreed on by the Parties;

9.1.2. by the User by pressing the "Delete Account" button on the Website or in the Mobile App in the YouDrive profile, or by sending an e-mail application at we@youdrive.today;

9.1.3. by the Lessor in case when the User:

violates the provisions of this Agreement;

repeatedly violates the Cyprus road traffic regulations, parking rules and other provisions of the law;

worsens the technical state of the Electric vehicle;

tries to use any technical tools to block the GPS signal, or otherwise disable the protection or monitoring systems installed on the Electric vehicle;
makes an attempt at fraud;
violates the provisions of this Agreement in other way.

9.1.4. The Agreement shall be considered to be terminated from the moment notifying the User.

9.2. In the event of termination of the Agreement by the User's initiative, the Agreement shall be considered to be terminated after 14 calendar days from the moment of the User's notifying the Lessor by clicking the "Delete Account" button or sending a request to we@youdrive.today and the Lessor confirming that the User has no debts due under this Agreement, nor has under the Transport Electric vehicle without crew rent agreement between the User and The Lessor.

9.3. The expiration of the Agreement term shall not relieve the Parties of their responsibility for the violation hereof, regardless of the reason for the Agreement termination, and the User shall not be exempt from the obligation to make all payments under the Agreement, nor shall be exempted from the liability provided for in the provisions of this Agreement.

9.4. When the User sends a request to delete his/her account by clicking the "Delete Account" button on the Website or in the Mobile App in the Lessor profile, then the User confirms that the User has no debt before YouDrive for current rent payments and fines and agrees to pay the debt in the event of receiving the information about having such debt from the Lessor on the day of sending such request or within 14 calendar days thereafter.

9.5. Having sent the request to delete his/her account, the User shall have the right to cancel the request within 14 calendar days.

9.6. The account shall be blocked from the moment the request to delete the account is sent by the User.

9.7. The User shall have the right to send a request for account recovery. In this case, a new Agreement shall be concluded according to the procedures described by the Lessor in section 3 of this Agreement.

10. CONSENT TO PERSONAL DATA PROCESSING

10.1. Within this Agreement, the User shall grant to the Lessor his/her personal data. the Lessor shall reserve the right to verify the User specified data.

10.2. Personal data in terms of this Agreement shall mean any information related to the User, including his/her last name, first name, patronymic, year, month, date of birth, place of birth, address, passport data, contact telephone numbers, e-mail, and Mobile App "YouDrive lite" account. This consent relates to the following operations with personal data: collection; record; systematization; accumulation; storage; clarification (update, change); usage; transmission; depersonalization; blocking; deletion; destruction; and also other use of such personal data provided by YouDrive at its discretion.

10.3. The User does hereby express his/her consent to send advertising and promotional information about the Lessor, the Lessors services rendered, products sold, promotions, partners, etc.

10.4. The User does hereby acknowledge and warrant that all of the contact details provided are valid.

10.5. The User shall have the right to request removal of personal data by deleting the account. The personal data shall be deleted 14 calendar days after the request to delete the account is sent.

11. FORCE MAJEURE

11.1. The parties shall be exempted from liability for partial or complete failure to fulfill their obligations under the Agreement, if such failure to fulfill obligations was a consequence of force majeure circumstances that arose after the conclusion of the Agreement as a result of extraordinary events that the Parties could have neither foreseen nor prevented and that occur beyond the control of the Parties.

11.2. If any of the above circumstances has directly affected the performance of the obligations within the time period established by the Agreement, then this period shall be proportionally adjourned for the duration of the relevant circumstance. In the event that the said period exceeds two months, then each of the Parties shall have the right to refuse to fulfill the Agreement unilaterally and extra judicially by notifying the other Party in writing thereon.

11.3. In the event of force majeure, the affected Party shall notify the other Party of the occurrence and termination of force majeure within 3 (three) days.

11.4. A party that failed to fulfill its obligation to notify the other Party of the occurrence of force majeure and to document the fact there of, shall lose its right to refer to such circumstances later as force majeure.

12. TERM OF THE AGREEMENT

12.1. The Agreement shall come into force from the moment when the User accepts the conditions hereof.

12.2. The Agreement has been concluded for 1 year from the date of acceptance. If neither of the Parties inform in writing the other Party within 30 calendar days prior to the expiry of this Agreement about the termination of this Agreement, then the Agreement shall be deemed to be prolonged for the next year on the same conditions. The number of extensions is not limited.

12.3. In the event that the User has never rent the Electric vehicle during the term of the Agreement (1 year), then the Agreement shall be considered terminated and shall not be prolonged for the next year. The Parties shall have the right to re-enter into the Agreement.

13. OTHER CONDITIONS OF THE CONTRACT

13.1. On any matters not regulated by this Agreement, the Parties will be guided by the current Cyprus legislation.

13.2. Any disputes arising from this Agreement shall be settled in accordance with the procedure provided for by the current Cyprus legislation.

13.3. The Parties agree that the pre-judicial claiming procedure to settle disputes is mandatory, and all disputes arising under the Agreement will be resolved by applying the rules of the contractual territorial jurisdiction established by the Cyprus civil procedure legislation by the following courts of the city of Nicosia: Nicosia City Court, in accordance with the rules of territorial jurisdiction established by the civil procedure legislation.