

PUBLIC OFFER

to the Treaty rental Elektroscooter (E-scooter)
place to sign the agreement: Croatia, Spanish

AdriGo Tenerife s.l. acting under the Charter, hereinafter referred to as "Landlord"/Company, on the one hand, and capable individual (citizen EU, a foreign citizen, stateless person), acceptance of this public offer to the Treaty rental e-scooter, hereinafter referred to as the "Lessee"/User, on the other hand, collectively referred to as "the Parties s ", concluded the contract a rolled (" Contract "hereinafter) as follows:

1. Basic terms and definitions used in the Contract

Acceptance - response of an individual (citizen of EU, foreign citizens, stateless persons) who has attained the age of 18 and has not been under the guardianship of the acceptance of this Offer, which is made in accordance with the procedure provided for in this Agreement. The answer should be a complete and unconditional.

Direct debit - write-off of money from the bank card provided by the Tenant pursuant to the terms of this Agreement. Withdraw funds is made without obtaining further consent from tenants by the rules and in the manner provided for by the legislation of EU and the present Agreement.

Mobile application «AdriGo» (hereinafter mobile app) - provided by the Lessor program installed by the Tenant on the mobile device, allowing to use the services of the Lessor.

Personal Data - any information relating to the lessee, including his name, first name, year, month, date and place of birth, address, passport number, and other data of the identity document of the Tenant, contact numbers, e- mail, the account in the mobile app; information on a plastic card provided by the Lessee during the registration process of mobile applications, as well as other information representing banking secrecy, which may become known to the Lessor at the conclusion, performance or termination of this Agreement.

Rules of the road.

Rental – E-scooter use in accordance with its intended purpose, since the start of rolling until its completion, according to the rules set forth herein. In this Agreement, the terms "rent" and "rent" are used interchangeably.

Website Landlord – AdriGo.eu

Public offer - containing all essential terms of the Agreement Lessor rental proposal for the conclusion of an Agreement for these conditions it to any individual who can act Tenant hereunder. In this Agreement, the terms "public offer" and "Offer" are used interchangeably.

Electric scooter is a vehicle provided to the Lessee by the Lessor for temporary possession and use under the Rental Agreement, which is concluded on the same conditions as this Public Offer, through the Lessee's acceptance of this Public Offer using the AdriGo Mobile Application.

The zone start / completion of the rental - Town area, designated as a zone start / completion of the rental - "Ride and park", said in a mobile application.

Area permitted for trips - the territory of the city, designated as an area permitted for trips - "Ride" by your mobile application.

2. Subject of the Agreement

2.1 Lessor transfers for temporary possession and use E-scooter Lessee, and the Lessee accepts E-scooter for use in consumer applications (for personal use), are not related to business activities.

2.2 The tenant is entitled to use E-scooter within the Zone start / completion of the rental, as well as within Zone permitted to travel. Outside this territory the use of scooters is not permitted without warning blocked by the Lessor.

3. Conditions and Procedure for Conclusion of the Agreement

3.1. At the time of conclusion of the Agreement, the Lessee must:

3.1.1. be at least 18 (eighteen) years of age and not be under guardianship or curatorship;

3.1.2. possess basic skills of safe operation of E-scooters and be familiar with the applicable traffic rules;

3.1.3. provide themselves with personal protective equipment (bicycle or motorcycle helmet, protective gloves, knee pads, elbow pads and other protective equipment).

3.2 The Tenant wishing to conclude the Agreement shall accept this Offer in electronic form in the manner prescribed by this section of the Agreement and / or the mobile application by performing sequential actions when authorizing the Tenant in the mobile application.

3.2.1. registering a User account;

3.2.2. reading and confirming acceptance of this Public Offer, the Privacy Policy and any other documents referred to in the Application;

3.2.3. providing valid payment card details and successfully completing a test payment (Wallet top-up) in accordance with section 5 of this Agreement.

3.3 The contract is concluded by attaching the Tenant to the established by the Treaty in general terms, without any conditions or reservations;

3.4 Acceptance means that the Tenant acquainted with all the provisions of the Treaty, I agree with them and assumes unconditional agreement to follow them.

3.5 Acceptance is considered perfect by the Tenant provided the fulfillment of the following set of actions:

3.5.1. Filling Tenant full questionnaires submitted to the Lessee at the time of registration of mobile applications;

- 3.5.2. introduce the Tenant fully with the terms of this treaty, by pressing a button during the registration of mobile applications that lessor and the lessee recognize handwritten signature analogue Tenant equal legal force Tenant handwritten signature on paper;
- 3.5.3. The Lessee Accepts the sending of Push notifications by the Lessor, which is an integral part of the communication between the Lessee and the Lessor and is fully guided by the text instructions of the sent Push notifications. In the absence of acceptance, any events arising from non-performance (not management) Push notifications are the responsibility of the Lessee.
- 3.5.4. provision by the Tenant of data of the Bank card and write-off-return from it of 1 (one) Euro provided by item 5.3. Contracts
- 3.6. The parties agreed that in the event of Lessor doubt the authenticity of the Questionnaire of personal data, he shall have the right through a mobile application or other means to send a request for additional information on the Tenant's personality, including photos of the pages of his passport, or other document identity. The parties agreed that if not provide additional information to resolve doubts about the authenticity of the Personal Data Questionnaire, acceptance can be considered not perfect, as the Treaty can be considered not a prisoner.
- 3.7. The Lessor shall not be liable or any obligations if the offer has not been accepted and the contract is concluded because of the impossibility of processing provided by the Tenant data and information for technical reasons.
- 3.8. Through the acceptance of this offer Tenant confirms that any action carried out in mobile applications under his account personally committed by the Lessee. All risks associated with the unauthorized use of your account or mobile device of the Tenant, lie on the tenants.

4. The content of the Treaty

4.1. The landlord must:

- 4.1.1. Give the tenant through mobile applications Landlord complete information about E-scooter, the amount of lease payments and other terms of the Agreement, as well as a timely post information on changes in the conditions of the Treaty;
- 4.1.2. E-scooter provide to the Lessee in good technical condition;
- 4.1.3. Bear the costs of the E-scooter arising in connection with its normal operation (except for the expenses that are directly assigned to the lessee);
- 4.1.4. Ensure compliance with EU legislation requirements in the production and processing of personal data of the Lessee;
- 4.1.5. Duly fulfill the obligations arising out of this Agreement.

4.2. The lessor has the right to:

- 4.2.1. To verify the information, including personal data provided by the Tenant in the registration point in the mobile application.
- 4.2.2. Process personal data of the Lessee provided at the time of registration in the mobile apps, as well as resulting in the conclusion and execution of this Agreement.
- 4.2.3. To verify the debt the Tenant under this Agreement, as well as under other agreements between the tenant and the landlord, if any have been concluded;
- 4.2.4. To control for ensuring safety of E-scooter and for its technical status, control matching operation E-scooter purposes set forth herein;
- 4.2.5. Refuse to enter into an Agreement, in the event of the Lessee at the time of registration in a mobile application inaccurate or incomplete personal data;
- 4.2.6. Reject a Treaty, suspend or terminate it, if the tenant receivable arising from this and other agreements concluded between the tenant and the landlord, until all outstanding in its entirety, and also in case of infringement of the Tenant other conditions of the Treaty;
- 4.2.7. In unilaterally make changes to this Agreement (including the cost and terms of the lease), what must notify the tenant by posting relevant information on the mobile applications;
- 4.2.8. After 24 hours after the occurrence of the debt on lease payments without warning to remove E-scooter tenants, as well as to resort to the other provided by the legislation of EU to protect their rights of ways;
- 4.2.9. In the case of removal from E-scooter Tenant Zone allowed to travel more than 1 kilometer, said law enforcement agencies on the fact of theft, as well as to resort to any other stipulated by the legislation of EU to protect their rights of ways;
- 4.2.10. In case the Lessor sufficient grounds to believe the possibility of committing fraud by the Lessee, as well as other forms of unfair behavior, to unilaterally terminate the execution of this Agreement by notifying the Tenant through the mobile application.
- 4.2.11. Payment disputes (chargebacks) and payment provider costs
- 4.2.11.1. If the User initiates a payment dispute (chargeback) in respect of a transaction relating to services duly provided by the Company under this Agreement (including any top-up of the Wallet and any automatic top-up in accordance with clause 5.9), and, following the review of such dispute, the payment system, issuing bank and/or acquiring bank confirm the validity of the relevant transaction (the dispute is resolved in favour of the Company), the Company shall be entitled to include in the User's monetary indebtedness under this Agreement the **actual and duly documented costs** charged to the Company by its payment service provider and/or acquiring bank in connection with the handling of such dispute.
- 4.2.11.2. The costs referred to in clause 4.2.11.1 shall be deemed part of the User's debt to the Company for the purposes of clauses 5.9 and 5.15 of these Terms and may be recovered by the Company in the same manner as any other unpaid trips, fees and payments under the Agreement, including:
- (a) by making automatic repeated debit attempts from the linked payment method within the period specified in clause 5.9.1; and/or
- (b) by pursuing legal recovery of the debt in accordance with clause 5.15.
- 4.2.11.3. Upon the User's request, the Company shall provide information on the nature and amount of such costs charged by the payment service provider and/or acquiring bank.
- 4.2.11.4. This clause 4.2.11 shall apply only to the extent permitted by applicable law and shall not prejudice the User's statutory rights to raise disputes with their bank or payment system in cases provided for by law and by the applicable payment system rules.

4.3. The tenant has the right:

The tenant has the right to use E-scooter in terms of the procedure and the conditions provided for in this Agreement.

4.4. The lessee is obliged to:

4.4.1. Before you use the E-scooter make its inspection for damage;

4.4.2. In case of damage or any other kind of deterioration E-scooter before use, to inform the Lessor and send him pictures through mobile applications. If such were discovered by another tenant or landlord in the future if the Lessee prior to the use of the Lessor has not notified about the existing damage or other type of impairments E-scooter, Tenant guilty of causing damage during the hire them E-scooter.

4.4.3. In the absence of faults on E-scooter take E-scooter temporary possession and use in the manner prescribed by section 7 hereof;

4.4.4. Use E-scooter in strict accordance with its intended purpose;

4.4.5. E-scooter exercise control personally. The lessee may not transfer the scooter for use to third parties, including sublease;

4.4.6. E-scooter provide safety from the receipt until termination of rolling;

4.4.7. Carefully use the property of the Lessor. Take measures to prevent damage to the property of the Lessor. In this regard, the Tenant is prohibited:

- to use E-scooter on uneven surfaces, is pavements and paths paved, move through any pits, gouges, slides, and other irregularities, which differ from the base web by more than 3 cm, as well as having sharp edges or other features of the roadway, creating additional load wheel scooters, puddle, a depth of 1 cm is possible depending on the determination of the depth of the external;
- to use a scooter to drive off road, cross country;
- to perform acrobatic tricks to make jumps, arrivals on obstacles, curbs, steps; E-scooter use in competitions;
- E-scooter use for transportation, towing cargo;
- E-scooter to travel on more than one person, as well as to carry children and animals;
- E-scooter to move in excess of the total weight (with clothes, bags, backpacks, etc.) over 150 kg;
- E-scooter to leave after the lease in remote places, to fasten it to the unauthorized constructions or otherwise block E-scooter;
- remove labels, identification numbers, barcodes, as well as to apply inscriptions pasting labels, apply tagging damaging the paintwork E-scooter, soiling it (except for normal street shoe platform contamination);
- allow full discharge of electric scooter batteries;
- use technology or take actions that could harm the Site Landlord, mobile applications, E-scooter, other property of the Lessor;
- make any changes to E-scooter, change any of the characteristics, to make improvements or deterioration E-scooter

4.4.8. Immediately notify the Lessor through the communication channels specified in the Mobile application, about any damage to the electric Scooter received during the rental, disconnection of any of the systems, other malfunctions, traffic accidents involving the electric Scooter; violations of the Mobile application. In such circumstances, the Tenant must stop using the electric Scooter, which is required to inform the Landlord through the Mobile application;

4.4.9. To take appropriate measures to protect your account, including your name and password in a mobile application from unauthorized use by other persons, and to immediately inform the Lessor relevant information, in case of detection of such use;

4.4.10. The Lessee may not transfer your account details to third parties;

A User cannot have more than one User account.

The User account is personal and cannot be transferred. Moreover, the User must be the only person utilising the service. The User has to take appropriate measures to ensure the confidentiality of the User account information, especially the login data.

In case the login data of the User account are lost or stolen or reasonable suspicion exists that the account is being used by a third person, the User shall inform the Company immediately via the contact information provided in these General Terms.

If the User is at fault (intent or gross negligence), they are liable for all liabilities or damages arising from the use of their User account by a third person.

The User is obliged to keep the information provided for creating their User account, especially the billing and contact information, up to date. Failure to comply with this requirement entitles the Company to suspend the service for the User.

4.4.11. In case the Lessor doubts about the legality of using a registered account, Lessor shall be entitled to send a request for additional information on the Tenant's personality, including photos of the pages of his passport or other identity document. The parties agreed that the failure to provide a response to the request, the Landlord shall have the right to suspend, and after one day to terminate this Agreement.

4.4.12. Keep the information update on the site of the Lessor, as well as in mobile applications;

4.4.13. In a timely manner, in accordance with the terms of this Agreement to pay the rent, pay for other payments provided for by the Treaty, to ensure that credit card specified by the Lessee pursuant to the terms of this Agreement, the funds in an amount sufficient to pay E-scooter rental;

4.4.14. In case of funds withdrawal from the Tenant's account in an amount not corresponding to the tariffs immediately notify the Lessor via mobile app or email support@adriego.eu;

4.4.15. Upon completion of use and termination of rental, the Lessee is obliged to park the Electric Scooter in the Rental Start/End Zone outside the pedestrian zone or pedestrian sidewalk. Achieve

accurate geolocation and complete the lease. Parking is allowed in the virtual parking areas indicated in the Mobile Application - exclusively on the side of the road, so that the scooter does not interfere with the movement of pedestrians or vehicles. The Lessee must not leave the Electric Scooter on footpaths / sidewalks, on tram tracks, on railway crossings, in tunnels, on overpasses, bridges, overpasses, on pedestrian crossings and closer than 5 m in front of them; on the roadway near dangerous turns; on the lane for cyclists; at the intersection of carriageways and closer than 5 m from the edge of the intersected carriageway; closer than 15 meters from the stops of route vehicles or parking of passenger taxis.

If the User violates the above-mentioned regulations when parking, additional fees according to the rates indicated in the Special Terms may apply. In case the Electric Scooter has been parked in violation of the above-mentioned provisions, the service remains active until the Electric Scooter has been returned in accordance with these provisions. This is, however, limited to 24 hours after the Electric Scooter has been parked in violation of these provisions

The Company system can prevent the locking of the Electric Scooter when returned, if the non-compliance with the return provisions was noted. If this happens and the User leaves the Electric Scooter unattended, the return was not carried out correctly and the User shall be held responsible for any loss in case of theft or vandalism.

In case incorrectly parked the Electric Scooter was removed by the relevant authorities and taken to the respective vehicle depository, the User shall bear the costs for recovering the Electric Scooter (in addition to the fine imposed). Penalties imposed by state authorities on the Lessor in connection with the violation of this clause are paid at the expense of the Lessee. The Lessor has the right to write off the entire amount of the fine from the Tenant's wallet, as well as directly write off the amount of the fine from the bank card indicated by the Tenant, notifying the Tenant about it. The Lessor is obliged to provide to the e-mail indicated by the Lessee when registering in the mobile application, confirming documents from the public services (police, municipality employees, etc.) that charged the fine, attaching photocopies of these documents.

4.4.16. E-scooter must be returned to the Lessor in good technical condition, without any damage, in the manner provided by this Agreement;

4.4.17. During use E-scooter the tenant is obliged to comply with traffic rules and take responsibility for their violation. In this regard, using the Renter E-scooter, in particular:

- to carry out movement on a non-trunk road, bicycle road, bicycle pedestrian path or lane for cyclists;
- if there are no bicycle and Bike and track lane for cyclists or it is not possible to move on them, or on the right side of the roadway, traffic is allowed on the side of the road;
- if there are no bicycle and Bike and track lane for cyclists or it is not possible to move on them, be driven on the pavement or footpath;
- If traffic on the sidewalk, walkway, roadside or within the pedestrian zones endangers or interferes with the movement of other persons, it is recommended to dismount and give way to pedestrians.
- When driving at night or in poor visibility conditions necessary to enable the headlamp and flashlight scooter, and it is recommended to carry objects with retroreflective elements and to ensure the visibility of these items to other road users.

* The conditions of this paragraph may be changed in accordance with the legislation of the country of operation of electric scooters

4.4.18. To prevent the likelihood of prosecution for violation of traffic rules, the Tenant is prohibited:

- E-scooter manage the influence of alcohol, narcotic, toxic or other intoxication, as well as to refuse the procedure of medical examination at the request of the authorized official;
- E-scooter manage without holding the handlebars with at least one hand;
- cross the roadway on the overworld, ground, underground and other transitions, going down with E-scooter;
- Elscooter descend to the subway, to call it inside the buildings, areas of restricted access, etc.

4.4.19. Avoid causing harm to life, health and property of third parties, including other road users. In case of damage using E-scooter, Tenant shall be liable in the manner prescribed by the legislation of EU.

4.4.20. Network access

The User needs to connect the device with the Internet to be able to download the Mobile Application and use the service.

The User accepts that the Company is not responsible for the quality and availability of the Internet network and that the availability of the service can be impaired by the quality and availability of the Internet connection, which is provided to the User by their telecommunications provider.

The Company gives no performance guarantee for the Mobile Application. It is not part of the performance that the Mobile Application is available, safe or flawless at any time or that minor errors in the software or service will be fixed. In this respect the Company does not offer any warranty.

5. Amount, Procedure and Form of Payment

5.1. Rental payments, penalties and other payments provided for in this Agreement shall be made by direct debit of funds from the Lessee's bank card in accordance with the Lessor's tariffs.

5.2. By accepting this Offer, the Lessee gives his unconditional consent for the Lessor to send instructions, requests and demands to the Lessee's bank, as well as to carry out direct debit of funds representing rental payments, penalties and other payments provided for in this Agreement.

5.3. Wallet and Payments

Wallet Balance

5.3.1. The Service operates through a pre-paid wallet (the "Wallet").

5.3.2. The User may top up the Wallet by authorising a payment by bank card or any other payment method made available in the Application.

5.3.3. Funds held in the Wallet shall be used to pay for the electric scooter sharing services and any other charges provided for in these Terms.

5.4. At the time of registration, the Lessee, in order to confirm the correctness of the bank card, details entered and to enable the start of the rental, shall top up his virtual Wallet with a minimum amount of EUR 10. Receipt of the above funds to the Lessor's account is one of the conditions for acceptance of this Offer. This amount is credited as a rental payment and all debits related to the rental of the scooter are made from it.

5.5. For the use of the E-scooter the Lessee shall pay the Lessor a rental fee in accordance with the tariffs indicated in the Mobile Application.

5.6. The Lessor's services are subject to VAT.

5.7. By starting a trip, the User hereby authorises the Lessor and its payment service provider to debit the price of the trip and the applicable fees from the Wallet and/or from the linked payment method, in accordance with the Tariffs.

5.8. If there are insufficient funds in the Wallet, the User thereby authorises the Lessor to initiate a top-up of the Wallet from the linked payment method in one of the fixed amounts offered in the Application (but not less than EUR 10) in order to cover the price of the trip and the applicable fees.

5.8.1. If the User's outstanding amount is lower than the selected top-up amount (for example, a debt of EUR 8 with a top-up of EUR 10), the difference shall remain as a positive Wallet balance and may be used for future trips.

5.9. When a negative balance is reached on the Lessee's internal/virtual Wallet, the Wallet shall be automatically topped up by debiting an amount of EUR 10 from the payment instrument provided by the Lessee during authorisation.

Automatic Repeated Debit Attempts (Time-Limited)

5.9.1. If a debit attempt is declined (for example, due to insufficient funds, expiry of the card or a technical error), the Company shall be entitled to make additional automatic debit attempts from the linked payment method for a maximum period equal to the limitation period for claims, namely 1,095 days (three calendar years) from the end of the trip.

5.9.2. The number and frequency of such attempts shall be reasonable and shall be communicated to the User in the Application and/or by email.

5.9.3. The Company shall not initiate any new payment transactions on the User's linked payment method in respect of the trip after the expiry of the said period of 1,095 days. Any remaining unpaid amount after that period shall be recorded as a debt (see clause 5.11.).

5.10. Debiting of funds for the use of the E-scooter shall be carried out immediately after the termination of the current rental, or in accordance with the selected tariff, except in cases where during the rental period the amount of the rental fee has exceeded EUR 10. If the rental fee during the rental period in fact exceeds EUR 10, the Lessor shall be entitled, each time the specified limit is exceeded, to top up (including during the rental period) the Lessee's virtual Wallet with an amount of EUR 10 from the Lessee's account for as long as the Lessee uses the E-scooter.

5.11. Debt and Blocking of the Account

5.11.1. If, after the expiry of the period specified in clause 5.9., the price of the trip and/or the applicable fees remain unpaid, the corresponding amount shall be recorded as a debt of the User to the Lessor.

5.11.2. The Company shall be entitled to temporarily block the User's account and prevent the start of new trips until the debt has been repaid.

5.11.3. Any subsequent top-ups of the Wallet by the User shall be applied first to the repayment of the debt, and only the remaining amount, if any, shall constitute a positive Wallet balance available for new trips.

In the event of insufficient funds or the impossibility of debiting funds from the Lessee's account after a negative balance has been reached, the Lessor shall be entitled to forcibly terminate the lease of the E-scooter and to impose a block on the Lessee's account, preventing the resumption of rental, until full payment by the Lessee of the debt arising under the Agreement.

5.12. Debiting of penalties and other payments under the Agreement, with the exception of rental payments, shall be carried out within seven (7) calendar days from the date of sending the Lessee a demand for payment using the Mobile Application. In the case of insufficient funds in the Lessee's account, any payment arising under this Agreement shall be deemed a debt on which the Lessor shall be entitled to charge a penalty in the amount of 2% for each day of delay. Penalties shall accrue until full repayment by the Lessee of the resulting debt.

5.13. In the absence of the Lessee's fault in violating the terms of this Agreement, the Lessor shall refund incorrectly debited funds within 7 calendar days from the date of receipt of the Lessee's claim using the Mobile Application.

5.14. The Lessee may use the balance of unused funds by resuming the use of the Lessor's electric scooter rental services. The amount remaining on the Lessee's virtual Wallet is non-refundable and may only be used to obtain electric scooter rental services.

5.15. Legal Recovery of the Debt

5.15.1. The User acknowledges that unpaid trips and fees constitute a monetary debt owed to the Company.

5.15.2. The Company shall be entitled to use any methods of debt recovery permitted by applicable law, including sending reminders, engaging authorised debt collection agencies and, where necessary, bringing legal actions before the courts within the applicable limitation periods (three years).

5.15.3. The Company shall not use the User's linked payment method to initiate new payment transactions in respect of old trips after the expiry of the period specified in clause 5.9.1., unless the User has given new express consent to such payment.

6. The rolling time E-scooter

6.1. E-scooter rental period is calculated by minutes and hours, days, weeks, months.

6.2. The period of hire electric scooter is calculated from the moment of clicking in the Mobile application button "Start trip" or "Book to ride" and prior to the actual termination of the rental Tenant electric scooter by pressing the corresponding button in the Mobile app, and referral as evidence photographs of the General view of parked electric scooter through the Mobile app, with

distinguishable number of the scooter ending the rental.

6.3. The tenant shall not use E-scooter outside rent session.

6.4. The tenant, if necessary, can use the standby mode.

6.4.1. The tenant is obliged to complete the standby mode on time, in order to avoid cost overruns. Standby mode cannot exceed 60 minutes. In case of exceeding, the electric scooter is taken out of the standby mode by the Lessor independently.

6.4.2. The waiting rate can be used during the rental period, in the absence of movement on the scooter.

7. Procedure for reception and transmission E-scooter

7.1. Reception and transmission of E-scooter lessor to the lessee is as follows:

7.1.1 The Tenant with a mobile application selects a specific E-scooter map. Tenant using the phone's camera scans the QR barcode placed on Escooter. In this case, the Mobile application displays the following information about the selected Escooter: location, rate, charge level. While selecting E-scooter tenant should check the adequacy of cash on a credit card tied to his account in the mobile app.

7.1.2. At the moment of pressing the "start of the trip" button in the Mobile application, the Tenant confirms the actual reception of the selected scooter and from this moment the rental period of the particular scooter begins to be calculated.

7.2. Reception and transmission of E-scooter Tenant to Lessor as follows:

7.2.1. Tenant parks E-scooter in a permitted location in the zone start / completion of the rental, push in mobile apps button "Finish rent", and at the request of the Lessor sends through the mobile application photo the general form of a parked E-scooter.

7.2.2. Upon receipt of the Landlord of the general form of photos E-scooter parked, the deadline for its hire. Subject to the Lessee under the Agreement the order of transfer and acceptance E-scooter, he was in a mobile application receives a message from the Lessor stating the amount of rent to be paid.

If the Lessee fails to complete the rental properly (for example, due to lack of mobile internet connection, low battery of the device or errors in the Application), the Lessee shall immediately contact the Lessor through the support function in the Application. Until the rental is properly completed, the trip may continue to be charged in accordance with the Tariffs

7.2.3. When using the "Rent a day", "Rent a week" tariff plan, the lease termination procedure is similar to clause 7.2. Except for the end of the lease. The rent at these rates ends at the end of the rental time - 24/168 hours.

8. Liability of the Parties under the Contract

8.1. For non-performance or improper performance of obligations under this Agreement, the Parties shall be liable under this Agreement and the legislation of EU.

8.2. If you delay making lease payments for more than 48 hours, the Lessor is entitled to charge the Tenant a penalty equal to 2% of the outstanding amount for each day of delay. If you delay the payment of fines and other and other payments under the Agreement, with the exception of lease payments at the end of two (2) calendar days from the date of the Tenant demand for payment, the Lessor is entitled to charge the Tenant a penalty equal to 2% of the outstanding amount for each day of delay . Default interest accrued until full repayment of the Lessee resulting debt, including the date of repayment.

8.3. In case of violation by the Lessee provisions pp 4.4.7., 4.4.15 of this Agreement, The Tenant shall pay a fine in the amount established by the Landlord for such violations.

8.4. In case of violation by the Lessee provisions pp 4.4.8. - 4.4.10, 4.4.17, 4.4.18. of this Agreement, The Tenant shall pay a fine in the amount established by the Landlord for such violations.

8.5. In case of violation by the Lessee provisions pp 4.4.4. - 4.4.5. of this Agreement, The Tenant shall pay a fine in the amount established by the Landlord for such violations.

8.6. In case of violation by the Lessee provisions pp 4.4.16 of this Agreement, The Tenant shall pay a fine in the amount established by the Landlord for such violations.

8.7. The payment of interest and (or) the penalty shall not release the Lessee from the compensation of damage caused to the property of the Lessor.

8.8. The risk of accidental loss or accidental damage E-scooter after pressing in a mobile application "Trip Home" button and the time the lease Lessee shall be completed.

8.9. For traffic violations on the Lessee shall be responsible, under the Code of Administrative Offenses of EU. If payment of the fine for the Tenant has been made by the Lessor, the Lessee shall reimburse the Lessor has incurred expenses in this regard.

8.10. In the event of the Lessee during use E-scooter harm to life, health or property of third parties, including other road users, the Tenant agrees to fully compensate the damage caused by his actions as a third party, and the Lessor.

8.11. Insurance and accident

The Company does not insure the User against any risks associated with using the service, the User uses E-scooters entirely at their own risk and are liable for any injury or damage to property caused to themselves and third parties. It is advised that the User holds their own public liability insurance to cover such risk.

The Company holds Public and Product Liability Insurance as well as other insurances required by law.

In case the User is involved in an accident, the following applies:

- The User shall contact the local police immediately.
- The User shall inform the Company about the accident and the damages on the E-scooter as soon as possible.
- The User assumes responsibility of an accident.

- The assumed responsibility shall in any case include the obligation to repair the damages and the compensation of losses caused to third parties as well as the reimbursement of damages of the E-scooter, even if the E-scooter has to be replaced entirely. The full cost of the E-scooter will be determined by the Company.
- In accordance with the above-mentioned provisions, the Company is entitled to invoice the User for any repair and recovery costs of the E-scooter as well as amounts payable to third parties that arise from damages incurred in responsibility of the User. The payment can be made via the payment methods configured in the User account

9. Grounds and procedure for termination of the Contract

9.1. This Agreement may be terminated before the expiry of the period covered by this Treaty, by agreement of the Parties or on the initiative of one of the parties as expressed in a readily understood by them.

9.2. This Agreement may be terminated early in the unilateral extrajudicial procedure on the initiative of the Lessor for the following reasons:

9.2.1. At numerous (more than two) EU traffic rules violations Tenant using E-scooter;

9.2.2. The repeated (more than twice) breaches the right tenant E-scooter parking;

9.2.3. In establishing the fact of causing damage to the Tenant E-scooter;

9.2.4. When establishing the fact Tenant application hardware blocking GPS-signal as well as other ways to disable the security systems or control systems installed on E-scooter.

9.3. In case of early termination of the Agreement by the Landlord Agreement shall be deemed terminated as of the date of notification of the Tenant through the mobile application.

9.4. This Agreement may be terminated early in the unilateral extrajudicial procedure on the initiative of the Tenant, in the case of sending them a request to delete your account, in the absence of debt on lease payments, fines and other payments provided for in this Agreement.

9.5. Account Closure Request sent to the Tenant by email support@adrigo.eu.

9.6. In the event of termination of the Agreement by the Lessee in the absence of debt contract is considered terminated after 10 calendar days from the date of request by the Lessee on account deletion. In the presence of the tenant debt contract is considered terminated after 10 calendar days from the date of full repayment of the debt by the Lessee for the lease payments, fines and other payments provided for in this Agreement. On the day of termination of the Agreement Lessor deletes the account of the Tenant.

9.7. For all other reasons, which are not listed in paragraph 9.2. and p.9.4. of this Agreement, in the absence of the consent of the Parties, the Agreement is terminated by the courts.

9.8. Expiry of the Agreement shall not relieve the Lessee from the obligation to pay the lease payments, penalties and other payments under the Agreement, and are not exempt from liability for breach of the Treaty.

10. Tenant's Consent to the processing of personal data

10.1. In the framework of this Agreement the Lessee to the Lessor provides their personal data. The lessor has the right to verify the information provided by the Tenant.

10.2. By accepting this agreement, the lessee consents to the processing of his personal data. This consent applies to the following actions with personal data: collection; recording; systematization; accumulation; storage; update (update, change); using; transmission; depersonalization; blocking; deleting; destruction; as well as other use of personal data by the Lessor granted him.

10.3. Tenant agrees to advertising and promotional information newsletter Landlord, the services provided to them, the actions and partners.

10.4. Tenant confirms that he is familiar with the installed article EU on the acquisition of rights and duties under the name of another person, because the performance in public circulation under an assumed name, violates the rights of other citizens (of which the name of the offender acts), and misleading with respect to the Landlord Tenant's personal data.

10.5. Renter will ensure that all personal data indicated they are valid.

10.6. The lessee has the right to request removal of personal data by deleting your account. Removal of personal data is made within 10 days after receipt of the request for deletion Lessor account.

10.7. In the event of any breach by the Lessee of this Agreement, applicable European Union law and/or the law of the country in which the Service is provided, the Lessor shall be entitled, to the extent permitted or required by applicable law, to disclose the Lessee's personal data to the competent public authorities for the purposes of identifying the Lessee and initiating, conducting or supporting any related legal or administrative proceedings.

11. Force majeure as the grounds for exemption from liability for improper performance of obligations under the Contract

11.1. The parties are relieved from responsibility for partial or full default of obligations under the Agreement if such default was caused by force majeure (force majeure), ie extraordinary and unavoidable events, which the Parties could not have foreseen at the time of conclusion of the agreement.

11.2. If any of the force majeure affected the performance of the obligations within the period prescribed by the Treaty, the time limits are to be extended the period of force majeure. If this period exceeds three months, each party has the right to cancel the agreement unilaterally and extrajudicially, written notice to the other party to the contract with the Mobile Application or by e-mail support@adrigo.eu.

11.3. In the case of force majeure, the Party which is unable to fulfill obligations under the Treaty, shall, within three (3) days to notify the other Party of the occurrence of such circumstances.

11.4. The party who has not fulfilled his obligation to notify the other Party of the occurrence of force majeure within the period specified in Sec. 11.3, and documented not confirmed their offensive, loses the right to refer to these circumstances as grounds for exemption from liability for improper performance of the Agreement.

12. Term of the Agreement

12.1. The Agreement shall enter into force from the date of acceptance of the Offer in accordance with the procedure provided for in this Agreement.

12.2. The Contract is concluded for a period of 1 year from the date of acceptance. The Lessee may extend the agreement after one year by renting an electric scooter only once, thereby activating his account. The validity period of this agreement is extended for the next year from the date of receipt of the service. The contract is considered to be extended for the next year on the same terms.

13. Other provisions of the Contract

13.1. Issues that are not regulated by this Agreement shall be governed by applicable EU.

13.2. The parties have agreed that, in the event of a dispute, they are to appeal to the court shall be obliged to comply with the pre-trial (Claims) procedure for settlement of the dispute. In such a situation, one party to the contract, within 7 (seven) calendar days from the date of a dispute must send the other party a written claim to the use of mobile applications, or to the address specified in the Agreement. By a written claim must be accompanied by documents (their scans) and (or) photos, justifying the demand side. Party received the claim, shall, within seven (7) calendar days to give it a reasonable written response. A written response to the claim is sent using the mobile app or to the email address specified in the Agreement.

13.3. In the case of non-response to the claim n installed. 13.2. Term of the contract, or disagree with the answer received, the interested party may apply for the protection of their rights and lawful interests in court.

13.4. The parties have agreed that the consideration of disputes arising from the conclusion, execution and termination of this Agreement, carried out in the Court of Prague.

13.5. The parties have agreed that the consideration of disputes arising from the conclusion, execution and termination of this Agreement is carried out according to the norms of civil procedure of EU.

14. Fines, Sanctions and other Penalties

The User shall bear full responsibility for their infringements and assumes all resulting fines, sanctions and penalties, including all fees or fines for parking the PLEV at prohibited places, the costs for recovering the PLEV from municipal deposits, traffic-related fines or fines for failing to wear safety equipment, such as helmets, in case this is mandatory.

To defend its interest, the Company reserves the right to identify the User to the authorities or the public administration in case the traffic regulations were violated during the rental period (traffic offense, prohibited parking).

Similarly, the Company can claim the costs for infringements committed by the User, such as fines, penalties and legal expenses paid by the Company. The payment shall be made via the payment methods configured in the User account.

In addition to these amounts, the Company shall take any measures to legally assert further claims for damage and losses incurred.

15. Nullity

Should any part of these General Terms (including the Special Terms) be declared invalid or annulled, the other articles remain in effect without loss of value or validity. In such a case, the invalid clauses shall be replaced by valid ones that comes as close as possible to the purpose of the invalid clauses.

Annex 1 – Flat-rate Compensation for Specific Breaches

The amounts set out in this Annex represent flat-rate compensation for typical costs and losses that the Company usually incurs as a result of the breaches described below (including, where applicable, administrative handling, retrieval and repair costs). The Company remains entitled to prove higher actual loss, and the User remains entitled to prove that the actual loss is lower than the flat-rate amount.

1. **Theft of the E-scooter while under rental** – a flat-rate amount of **EUR 1,000**.
2. **Completion of the rental outside designated parking spots (as shown on the map in the Application)** – a flat-rate amount of **EUR 50** per incident.
3. **Completion of the rental outside a designated parking spot resulting in removal (towing/impoundment) of the E-scooter by the police or another competent authority** – a flat-rate amount of **EUR 250** per incident (without prejudice to the obligation of the User to reimburse any official towing, storage or similar fees charged by such authority).
4. **Acts of vandalism in respect of the E-scooter** – a flat-rate amount of **EUR 300** per incident.
5. **Violation of traffic regulations committed while using the E-scooter** – an administrative handling fee of **EUR 50** per incident, **in addition to** any official fine imposed by the police or other competent authority, which shall be borne by the User in full.