

## MYBEE WEBSERVICES TERMS OF USE

### I. GENERAL PROVISIONS

- 1.1. These Terms of Use (the **Terms**) of MyBee Estonia OÜ, registry code: 16462004, address of the registered office: Harju maakond, Tallinn, Kesklinna linnaosa, Narva mnt 31, 10120, Republic of Estonia (the **Company**) govern (i) registration, onboarding, access and use of the Website and any of the services, available on the Website, (ii) choosing and subscribing to Services (as defined below) and (iii) formation of agreements on Services, as well as (iv) access to and use of other content, products and services, available on the Website and their functionalities and (v) any other relationships in connection with order and use of the Website, Services and its functionalities (jointly website, web application, services available on the Website, their functionalities or any of them separately is herein referred to as the **WebServices**).
- 1.2. These Terms shall not govern delivery, use and administration of Services as well as all related relationships, which shall be governed by the Agreement (as defined below).
- 1.3. Before creating an Account as well as before subscribing for Services, the User must carefully read the subscription and other terms of Services, these Terms, the Agreement, as well as other information presented on the Website. When Account is created and the User is registered, it shall be regarded that the User is familiar with applicable terms and conditions and has duly accepted them. Furthermore, by accessing and using the WebServices, the User each time accepts application of these Terms. Therefore, please read these Terms carefully before accessing, registering for, or using the WebServices.
- 1.4. Provision and use of Services and the vehicle shall be subject to the applicable Agreement and other sources specified in Paragraph 1.5.
- 1.5. In case of controversies or discrepancies, interpretation and application of these Terms shall follow this order of precedence:
  - 1.5.1. Subscription / booking terms of Services;
  - 1.5.2. the Agreement;
  - 1.5.3. information presented in the Account, on the Website;
  - 1.5.4. these Terms.
- 1.6. The Company and its service providers collect and store the personal data, which is necessary to provide the WebServices and the Services, as well as to process related transactions. The Company complies with the legal requirements during collection and further processing of such personal data. Privacy policy, applicable to the WebServices, Website and the Services is available here: <https://mybee.ee/en/privaatsuspoliitika/> (the **Privacy Policy**).

### II. DEFINITIONS

- 2.1. **Account** shall mean User's digital account on the Website for access and use of the WebServices, information and content.
- 2.2. **Agreement** means the Motor Vehicle Subscription Agreement, which consists of the Special and General Conditions, the General Conditions being available here <https://mybee.ee/en/vehicle-rental-agreement/>, formed in accordance with procedure laid down in the Chapter III.
- 2.3. **Subscription Request** shall have a definition as provided in Chapter III.
- 2.4. **Durable Medium** shall mean e-mail notification with enclosure or any other the instrument, which enables the User to store information addressed personally to him in a way accessible for future reference for a period of time adequate for the purposes of the information delivered and which allows the unchanged reproduction of the information stored.
- 2.5. **Log-in Data** shall mean data used to access a particular Account.

- 2.6. **Payment Card** shall mean a valid payment card(s) issued to the User or another person, linked to the Account, that the User has the right to lawfully use for linking to the Account and making payments for Services.
- 2.7. **Privacy Policy** shall mean the Company's privacy policy, as indicated in Paragraph 1.6.
- 2.8. **Services** shall mean vehicle subscription services (granting the right to the User to hold and use the Vehicle in a temporary manner as well as related services in exchange for a fee), which may be selected and ordered via the Website, delivery and administration of Services shall be governed by the Agreement.
- 2.9. **User** shall mean a customer (natural person) of the Company, or business customer, who accepts these Terms, creates an Account and becomes eligible to use the WebServices. For the purposes of these Terms, User is qualified as the user of the WebServices even before the formation of the Agreement and before they order Services as per the Agreement.
- 2.10. **WebServices** shall mean functionalities, settings, features and other services provided via the Website before, during and after formation of the Agreement or during delivery of Services.
- 2.11. **Website** shall mean the website accessible at [www.mybee.ee](http://www.mybee.ee).
- 2.12. All other terms used in these Terms shall have meanings indicated in the sources specified in Paragraph 1.5.

### III. REGISTRATION AND CREATION OF ACCOUNT AND CONCLUSION OF AGREEMENT

- 3.1. The right to create an Account, access to and to use the WebServices is vested in persons who are no younger than 18 years and who have performed the actions indicated in these Terms and meet requirements set in these Terms.
- 3.2. When creating an Account (during registration), a person must:
  - 3.2.1. carefully read these Terms, the Agreement, the Privacy Policy as well as information presented on the Website;
  - 3.2.2. confirm their acceptance of the Terms, Privacy Policy and other documents and information, as applicable;
  - 3.2.3. provide their first name, surname, mobile phone number, e-mail address, physical address and perform the required authentication actions (e.g., enter a code sent to the User by an SMS, etc.);
  - 3.2.4. in case of business customer, provide name of the company, registration code, address, VAT code, name, surname, email address, mobile phone number of the authorised person;
  - 3.2.5. present other data, information and/or documents that the Company may reasonably request at the time of registration;
  - 3.2.6. create a password, which will be used to access the Account;
  - 3.2.7. confirm validity / authenticity of email address and mobile phone number.
- 3.3. For subscribing to the Services, the User shall:
  - 3.3.1. link their Account to the Payment Card;
  - 3.3.2. present a valid document, confirming User's right to drive vehicles (i.e., a driving license), and perform all the required actions on the Website, such as (i) uploading a real-time photo of the front and back side of the driving license issued to the User, (ii) uploading a real-time photo of their face (selfie), as indicated on the Website; (iii) performing other actions indicated on the Website.
- 3.4. The Company, with the help of its service provider(s), shall, during the Account creation process, check similarity (conformity) of User's face to the photos in the uploaded documents and the validity of the document confirming User's right to drive vehicles. After the Account is created, subsequent verifications of the validity of User's document confirming his right to drive vehicles may be performed on a periodic basis.
- 3.5. In case of individual User, an Account shall be deemed created in the name of the person and the Agreement shall be deemed entered into with the person, whose driving license is uploaded to the Account under the

procedure set in Paragraph 3.3. Such a person shall be deemed to be the User. In case of business User, an Account shall be deemed created in the name of the business User and the Agreement shall be deemed entered into with the business User, after all the steps specified in Paragraph 3.15 below are duly completed.

- 3.6. If the User is a business customer (legal entity), a duly authorized employee of the User shall register and open an Account on behalf of the User after receiving confirmation from the Company that Services may be subscribed to and the Agreement can be concluded as specified in the Agreement. All references to the User herein shall be qualified as encompassing references to the duly authorized and designated employee of the User, unless specified otherwise.
- 3.7. If, during the Account creation process, a person fails to present all the documents or fails to perform all the registration actions or other actions indicated in the Website, set forth in Paragraphs 3.2 and 3.3, the Company shall have the right to remind said person about it and for these purposes to process data provided by said person and collected about them accordingly, as indicated in the Privacy Policy.
- 3.8. In those cases, where (i) the Company does not have technical possibilities to verify authenticity, validity of the driving license or other documents or other data presented by a person in the Account creation process, or (ii) the Company has reasonable doubts about the correctness of data presented by a person, or (iii) in other cases provided for in these Terms, the Company has the right not to confirm the Account as created or not to allow a person to create an Account and/or not to allow use of the WebServices or some of them.
- 3.9. It shall be regarded that both where a User creates an Account and each time when they subscribe to Services, User confirms that:
  - 3.9.1. they are of age, making them eligible to create the Account and use the WebServices, as indicated in the Terms;
  - 3.9.2. there are no other reasons, for which they cannot start using WebServices or Services under applicable legal acts, and no such reason will appear all the time they use Services;
  - 3.9.3. they have the right to use the Payment Card to pay for Services;
  - 3.9.4. are familiar with the prices applicable for Services, other terms and conditions of provision of Services;
  - 3.9.5. consent to collection and processing of personal data, necessary for conclusion and performance of the Agreement and for other purposes, as indicated in the Privacy Policy.
- 3.10. During creation of an Account, the User shall present correct, accurate, true, and full information about themselves, including their true first name and surname, their mobile phone number, complete physical address and e-mail address. It shall be prohibited to create an Account and to perform registration for use of the WebServices by use of other persons' data, wrong, falsified or illegally collected data. The User assumes all the risks and liability in connection with incorrect, inaccurate or false data.
- 3.11. The User must diligently, carefully and responsibly keep their Log-in Data, data used for the creation of the Account, device, driving license and other ID documents, and not provide third persons with an opportunity or possibility to access them, or use them for creation of an Account or use of Services. The User shall be liable for security, secrecy and confidentiality of their Log-in Data and Account.
- 3.12. The User shall have no right:
  - 3.12.1. to transfer, sell or lease their Account, or otherwise give the right to use their Account to any other person;
  - 3.12.2. to make it possible for another person to upload their driving license to the Account or link a driving license issued to another person;
  - 3.12.3. to create fake, illegal, fraudulent Accounts;
  - 3.12.4. to add a Payment Card issued to another person without such person's consent and not having the right to use such Payment Card for linking to Account and payment for Services;

- 3.12.5. to create an Account in the name of another person.
- 3.13. The User must immediately, after they learn of such a fact, alert the Company if:
- 3.13.1. their Log-in Data is lost or becomes otherwise accessible to another person;
  - 3.13.2. The User loses control of Account or access to Account data;
  - 3.13.3. The User loses control of the data used for creation of Account (e.g., driving license, e-mail address, mobile phone number), or the device with the Log-in Data to access the Account;
  - 3.13.4. Log-in Data or the data used for creation of Account have been used without User's knowledge;
  - 3.13.5. there has been a change in the User's data, the driving license has expired or the User was issued a new driving license, their driving license was replaced, etc.;
  - 3.13.6. circumstances indicated in Paragraph 3.12 occur;
  - 3.13.7. other circumstances occur, posing danger to the integrity, confidentiality, accuracy of the Account and/or data therein.
- 3.14. Having received User's notification about the circumstances indicated in Paragraph 3.13, the Company may block the Account. Nonetheless, the Company, having itself determined the circumstances indicated in Paragraph 3.12, shall also have the right, at its own discretion, to temporarily block the Account. In addition, the Company may also block the Account in other cases, specified in these Terms as well as in the Agreement.
- 3.15. Having received the User's notification indicated in Paragraph 3.13, the Company shall seek to prevent further illegal use of the User's Account and Log-in Data, however, it does not assume responsibility for the success of such operation and, therefore, the Company is not and shall not be held liable for any damages, losses or inconveniences suffered by the User or third parties by reason of disclosure, theft or illegal use of the Account or Log-in Data, except if they are suffered through the fault of the Company. The User shall be liable for any actions of third parties if they were done by use of the User's Account or Log-in Data. All the actions performed in the User's Account and all the consequences, risks and liability arising out of this shall lie with the User. The User is liable to the Company for all actions, which are carried out using their Account, unless the User is not responsible for such misuse.
- 3.16. The Agreement between the User and the Company is concluded through the WebServices as follows:
- 3.16.1. **Subscription Request.** The User selects a vehicle, duration, additional services and other terms of Services as well as chooses all other parameters, required for subscribing to Services and fills in the subscription screen of the Website, all as specified in the Agreement. The User may review and correct the details of their request before submitting a Subscription Request by clicking the button "Rent a Car" or similar button, as the case may be. Applicable terms (or a link to them) will be displayed during the booking process and need to be accepted by the User.
  - 3.16.2. **Formation of Agreement.** If a User is a consumer and makes a Subscription Request, the Agreement is signed through the use of the WebServices by performing the following actions:
    - (i) when the User submits a Subscription Request via the WebServices, it shall be regarded as an offer made by the User for the conclusion of the Agreement with the Company;
    - (ii) upon receipt of a Subscription Request, the WebServices automatically generates the receipt of the Subscription Request, including all relevant subscription details, which shall be deemed as draft Special Conditions of the Agreement, as defined in the Agreement, which shall be demonstrated to the User;
    - (iii) after receipt and review of the generated draft Special Conditions of the Agreement, and after clicking the button "Rent a Car" or similar button, the User shall receive an automatically generated code sent by an SMS message;
    - (iv) the User shall enter an automatically generated code sent by an SMS message in the Website to complete the booking;

- (v) payment from the Payment Card shall be authorised by the User;
  - (vi) in case of the business User, invoice and payment details will be sent via e-mail letter to the User;
  - (vii) the Company shall send to the User a separate statement by email, including reference to the Special Conditions of the Agreement as well as to the text of the applicable version of General Conditions of the Agreement (PDF/A or equivalent readable document format), generated on the basis of the steps as per above in reliance of the Agreement.
- 3.16.3. User agrees and confirms that he/she is satisfied with method of selection and subscription of Services, sequence of Agreement formation, exchange and delivery of Agreement documents (Special and General Conditions), which shall be deemed duly delivered to the User in due time, in proper legal written form and manner, and in a proper Durable Medium.
- 3.16.4. If a User is a business customer (legal entity), the User shall first sign a separate agreement with the Company in line with the requirements of the Agreement, after signing whereof the User (legal entity) shall become eligible for formation of the Agreement through the WebServices as per procedure specified in Paragraph 3.16.2.
- 3.16.5. If a User is a business customer (legal entity), the Company may agree on the different Agreement formation procedure, manner and format, which does not require all or some of the steps, indicated in the Paragraph 3.16 hereof above.
- 3.16.6. **Rejection of Subscription Requests.** If the Company cannot arrange a Service and cannot fulfil the Subscription Request, the Company will accordingly inform the User by email or by notification on the Website.
- 3.17. The subscription conditions vary, depending on Services, subscription class and other parameters. Please always consult and check applicable subscription conditions on the Website.

#### IV. USE OF THE WEBSERVICES

- 4.1. The Company hereby grants to User a personal, limited, non-exclusive, non-transferable, revocable right, which cannot be sub-licensed, to access to and use the WebServices in the User's devices, use the information accessible via the WebServices, intended for use only by the User.
- 4.2. When using the WebServices, the User shall not have the right to:
- 4.2.1. license, sub-license, copy, modify, distribute, create, sell, resell, transfer or lease the WebServices or any part of it;
  - 4.2.2. apply reverse engineering or otherwise attempt to extract source code of the WebServices, save for cases permitted by law;
  - 4.2.3. run or make it possible to run any programs or codes, allowing cutting, indexing, analysing or engaging in data mining or data scraping from the WebServices.
- 4.3. The WebServices may be accessed by use of many smart devices, which have internet access and where customary operating systems (e.g., *Android*, *iOS*) are installed.
- 4.4. When using the WebServices, the User:
- 4.4.1. shall be responsible for having the connection or network access necessary for use of the WebServices. User shall bear all the fees charged by the communications service provider, including fees for data transmission by use of the WebServices;
  - 4.4.2. must use the original operating system provided and supported by the manufacturer and its standard tools provided along with the device.

- 4.5. WebServices are provided “as is”, “as available”. WebServices may operate with restrictions, delays and/or other problems inherent in use of the internet and electronic communications, and there is no guarantee that it will always be available and free of glitches. The Company does not guarantee uninterrupted availability of the WebServices or that it will operate error free. In case of software failures, interruptions in its operation, the Company shall seek to resolve them as soon as possible, however the operation of the WebServices can be restricted by accidental technical errors and the Company cannot guarantee that the WebServices will always function properly and as expected by the User. To the extent permitted by applicable legal acts, the Company does not guarantee that:
  - 4.5.1. the WebServices will operate without interruptions or errors;
  - 4.5.2. there will be no delay or other non-conformity between information, data displayed in the WebServices and real information and data.
- 4.6. The Company shall have the right:
  - 4.6.1. to change, suspend or terminate operation of certain functions in the WebServices, or change the layout of the elements in the WebServices;
  - 4.6.2. to improve the WebServices, its information system and eliminate any defects observed even if it can cause and/or causes short-term disruption of provision of the WebServices to the Users. In case of particular circumstances and important reasons, the Company, seeking to avoid possible damages for the User and/or itself, has the right to eliminate defects in the WebServices, the information system at any time of day and night.
- 4.7. To the extent permitted by applicable legal acts, the Company is released from any liability in cases when damage(s) occurs:
  - 4.7.1. by reason of failures in the functioning, interoperability, compatibility of the operating system of the device used by the User, device security breaches;
  - 4.7.2. because the User has not installed an updated version of the relevant browser or an upgrade, update, the availability of which has been notified by the Company;
  - 4.7.3. by reason of operations, actions performed by User, disregarding the instructions for use of the WebServices, as given by the Company;
  - 4.7.4. because of actions or omissions of third parties, their access to the WebServices and the data, including, without limitation, damages suffered due to glitches, failures in electronic communications and electronic communications networks;
  - 4.7.5. if the User for any reason cannot access the WebServices or if any device, program, operating system, which is used along with the WebServices, stops functioning or does not function in the way the User expected, or any errors were found, or the WebServices could not be provided in time due to viruses, cyberattacks, other impact of third parties (e.g., software, operating system, operators, etc.).
- 4.8. The User shall make sure that rational and reasonable security measures (including anti-virus programs and firewalls) are applied when using hardware, software or other tools for registration, creation of the Account and/or log-in into the WebServices and, accordingly, shall be liable for all consequences arising out of insufficient security of its devices. The User shall be responsible for all the consequences resulting from insufficient protection of its systems or devices.

## **V. LIABILITY**

- 5.1. The User assumes full liability in connection with:
  - 5.1.1. actions, omissions or any other activities performed on an Account;
  - 5.1.2. incorrect, inaccurate or false data provided during creation of an Account and formation of the Agreement.
- 5.2. The Company is responsible for fulfilment of the duties provided for in these Terms and shall compensate

the User for damages arisen by reason of improper performance of the duties of the Company only if such damages were caused through the fault of the Company. The liability for such damages is limited to those damages, which are deemed typical for this type of contract, reasonable and foreseeable.

- 5.3. The Company shall not be liable for:
  - 5.3.1. accuracy, reliability, and completeness of the content and programs provided by the WebServices free of charge as well as damages, which may arise from them;
  - 5.3.2. actions, omissions or activities of User or third parties.
- 5.4. Without prejudice to the above provisions, to the extent such limitation of liability is allowed by applicable law, the Company shall not be held liable for:
  - 5.4.1. damage the User inflicted to third parties or their assets by making use of the WebServices;
  - 5.4.2. damage to the User's assets, health or life, suffered by the User when using the WebServices;
  - 5.4.3. loss of profit, income, business, opportunity to enter into agreements or contracts, damage to or loss of the opportunity to make use of software, data or information, loss of or damage to reputation.
- 5.5. To the extent permitted by applicable legal acts, the Company does not give any guarantees and does not assume any liability for actions or omissions of the User or a third party.
- 5.6. No provisions of these Terms restrict the right of the Company to levy debt enforcement on third parties (according to tort or quasi-tort liability), who by their actions or omissions caused damage to the Company, however, such a right of the Company does not anyhow limit the above-mentioned liability of the User.

## **VI. SUSPENSION. TERMINATION**

- 6.1. User may discontinue the use of the WebServices. However, such actions per se shall not terminate the Agreement, Account and shall not create consequences of termination, specified in the Agreement.
- 6.2. The User may request the deletion or termination of their Account only in cases, where they have not concluded any Agreement, or in case the Agreement was terminated or otherwise expired in accordance with the terms of the Agreement.
- 6.3. The User and the Company shall have the right to terminate the Agreement in line with the requirements of the Agreement.
- 6.4. The Company has the right to unilaterally block, suspend or terminate the User's use of the WebServices:
  - 6.4.1. in cases, specified in these Terms;
  - 6.4.2. in defence of the Company's legitimate interests;
  - 6.4.3. in other cases specified in the Privacy Policy, these Terms and the Agreement;
  - 6.4.4. upon request of the User, in case the conditions specified in Paragraph 6.2 are complied with.

## **VII. FINAL PROVISIONS**

- 7.1. The Company shall have the right to amend these Terms unilaterally, notifying the Users about this on the Website. Amendments to the Terms shall come into effect in 5 (five) days after they are notified to the Users. If the User subscribes to Services according to the amended Terms, it shall be regarded that the User accepted the amendments. As for the subscriptions made (Agreements concluded), in all cases the version of the Terms, which was in effect at the moment of the Agreement conclusion, shall apply.
- 7.2. The Company shall have the right to unilaterally change the subscription conditions at any time, making them public in the WebServices and on the Website. These changes shall come into effect after they are made public on the Website. As for the subscriptions made (Agreements concluded) before the change of the subscription conditions, the version of the subscription terms, which were in effect at the moment of the Agreement conclusion, shall apply.
- 7.3. For the purposes of these Terms, with the exception of Paragraph 7.1, it shall be regarded that the User is properly informed in writing on the next day after: (i) the User is sent an e-mail notification at the e-mail

address indicated in their Account; or (ii) the WebServices notification is given in their Account.

- 7.4. For the purposes of these Terms, it shall be regarded that the User has properly informed the Company in writing on the next day after they: (i) send an e-mail notification from the e-mail address indicated in their Account to the Company's e-mail address info@mybee.ee or (ii) makes a request at the e-mail address info@mybee.ee signed with a qualified e-signature (e.g., by use of Smart-ID or mobile signature). In cases when, in accordance with the Terms, the User must immediately inform the Company, such a duty of the User shall be deemed properly fulfilled only if the Company is informed by means of direct and instant communication, i.e., by a phone call.
- 7.5. The Company shall have the right to unilaterally transfer all or some of the rights and obligations arising out of these Terms and/or the Agreement to a third party, (i) having informed the User or all the Users about it in writing in advance (by sending a general notification by e-mail or by means of an WebServices notification in the Account), and (ii) having ensured that the scope of rights of the User does not decrease by reason of such a transfer.
- 7.6. All the rights, which are not expressly given to the User under the Terms, shall be retained by the Company. The WebServices, all data collected by use of the WebServices (including all related intellectual property rights) are and shall remain the property of the Company, companies related to the Company or its licensors.
- 7.7. The User shall not have the right and shall not allow any third parties to:
  - 7.7.1. use, display or manage names, marks or works of the Company or MyBee for any purposes other than for use of the WebServices and/or the Services;
  - 7.7.2. create or register any signs, domain names, software program names or titles, or social media user names or profiles, containing the Company's names, marks or works, or confusingly or substantially similar marks, names, titles or works;
  - 7.7.3. use names, marks or works of the Company or MyBee as an image or screen wallpaper in his social media profile;
  - 7.7.4. buy keywords (including but not limited to *Google AdWords*), containing names, marks or works of the Company or MyBee; or
  - 7.7.5. register, indicate, use, copy and/or request title, for any purposes and in any ways, to names, signs, marks or works, or any confusingly or substantially similar name, mark, sign, title or a piece of work, separately or together with other letters, punctuation marks, words, symbols, drawings and/or other creative works or elements, save for the exceptions indicated above.
- 7.8. Invalidity of any paragraphs of the Terms shall not affect the validity and enforceability of other paragraphs of the Terms. Any such invalid, unlawful or unenforceable paragraph shall be deemed annulled.
- 7.9. The User who is a consumer has the right to submit a statement to the Consumer Disputes Committee, address Endla 10A, 10122 Tallinn, e-mail info@ttja.ee, phone: +372 667 2000. In addition, the User who is a consumer can use the European online dispute resolution (ODR) platform (for more information, see <https://ec.europa.eu/consumers/odr>). This provision in no way limits the right of User to address a competent court for defence of his rights.
- 7.10. Any and all disputes and disagreements between the parties shall be settled in a competent court of the Republic of Estonia. These Terms shall be interpreted and applied in accordance with law of the Republic of Estonia.
- 7.11. On any and all issues arising in connection with these Terms, User may address the Company by phone +37 26601900, e-mail: info@mybee.ee.

The Terms were last updated on: 26th of April 2023.