

TERMS AND CONDITIONS

Subject Matter

SKOK offers its Users a means of transportation with electric scooters via a short-term self-service rental model eScooter for registered Users under the brand name SKOK (hereinafter "SKOK"). We established a network of sharing electric scooters (hereinafter referred to as "eScooters") via a mobile application that allows the User to locate, rent and operate an eScooter. These Terms and Conditions and any additional terms incorporated by reference herein (hereinafter referred to as the "T&C") govern, as of their acceptance by the User, the relationship between LLC "Eterna Elect" as the operator of the SKOK and the User. The T&C also define the rights and obligations of the User relating to the SKOK eScooter Service.

The SKOK is an electric mobility service proposed by SIA "Eterna Elect", a Latvian company registered under number 40203223118 whose registered office is located at Ieriku street 15 k-3, Riga, LV-1084, Latvia ("SKOK").

The T&C apply to the registration and the rental of the SKOK eScooters (individual rental contract) as well as other related legal relationships directly or indirectly. The T&C thus form an integral part of all contracts, agreements, offers and other legal business declarations concluded between SKOK and User. All access and use of the SKOK Service implies respect for the T&C by the customer. The SKOK Services made available to Users are provided only on the condition that the Users agree to the present T&C. By accepting these T&C upon registration, a User acknowledges that he or she has read, understood, and agreed to be bound by these T&C.

1. Definitions

- 1.1. "App" means SKOK software application accessible via a mobile device and by which User can access the SKOK Service.
- 1.2. "Service Area" refers to the geographical area defined by SKOK within which User may use eScooter and terminate his/her rental by returning the eScooter on a public location of choice located within this area where eScooters are authorized to park. The service areas are visible in the SKOK app.
- 1.3. "SKOK" refers to the electric scooter sharing business operated by LLC "Eterna Elect", office located at Ieriku street 15 k-3, Riga, LV-1084, Latvia.
- 1.4. "SKOK eScooter" (hereinafter "eScooter") refers to an electric scooter of category L1e as defined under Article 1(2)(a) of Council Directive 2002/24/EC operated by LLC "Eterna Elect" under the brand name SKOK.
- 1.5. "Corporate Membership Agreement" means the agreement between a business or other legal entity and SKOK to provide the Services to the employees or members of such business or other legal entity.
- 1.6. "Vehicle document" means all the following documents which are present in the top box of each eScooter: a copy of the insurance certificate, a copy of the registration document, and the joint accident report.
- 1.7. "User" means an individual above 18 years old who has submitted a Registration, registered for a User Account and been approved for Use.
- 1.8. "User Account" means a web-based portal provided by SKOK that is used by User to manage its Use, billing information and other User information (e.g., name, address, email address, use settings).
- 1.9. "Use" means a non-exclusive, nontransferable right to use the Services in accordance with and subject to the T&C of these Terms.
- 1.10. "SKOK Services" or "Services" refers to the services, offered by SKOK as described in the registration (including but not limited to the means of transportation with eScooters via a short-term self-service rental model by SKOK) and made available through the SKOK website or mobile app and any access through third party sites or apps.
- 1.11. "Website" means SKOK website, located at www.skoksharing.com.

- 1.12. "Initiation" means an orientation provided by SKOK, for no additional charge, to Users that have informed SKOK that they do not have enough experience to drive a eScooter, in order to introduce those Users to the eScooter and its appropriate use and explanation of the use of the Services.
- 1.13. "Helmets" (or "Helmet") means the helmets (two, one size medium and one size large) that belong to SKOK, situated in the top case and provided to the User.
- 1.14. "Top box" means the storage space provided by SKOK that is located on the rear of every eScooter and is used for storing the Accessories.
- 1.15. "Accessories" means the helmet, vehicle documents, hygiene hair nets and other items owned and provided to User by SKOK and that are present in every eScooter.
- 1.16. "Parking Fee" means the agreed upon fees for the temporary parking of an eScooter as set forth in the Rate Schedule in § 12 to these T&C, and as adjusted from time to time.
- 1.17. "Registration Fee" means the agreed upon registration fee for the use of the Services as set forth in the Rate Schedule in § 12 to these T&C, and as adjusted from time to time.
- 1.18. "Rate Schedule" means the rate schedule currently referenced at § 12 of these T&C, and as it may be updated by SKOK from time to time.
- 1.19. "Registration" means the registration process which must be completed on the website or via the App to become a User of the SKOK Service.
- 1.20. "Rental" refers to the time of use of the eScooter by a User. The rental starts when pressing the *Rent* button via the SKOK app and ends when ending the rental via the app.
- 1.21. "Rental Fees" are the fees agreed upon for the rental of an eScooter as set forth in the Rate Schedule § 12 to these T&C, and as adjusted from time to time.
- 1.22. "Reservation" means the reservation of the eScooter via the SKOK app before the rental for a period of 15 minutes.
- 1.23. "Rules Schedule" means the rules schedule currently referenced at, in Annex 2 of these T&C, which may be updated by SKOK from time to time.
- 1.24. "Term of Use" means the agreed upon time period set forth in a Registration, and all subsequent renewal periods.
- 1.25. "User Service" means the information center and assistance provided by SKOK available to Users to answer their questions via different channels defined in (tel. +371 27008118, support@skoksharing.com).
- 1.26. "Framework Contract" refers to the agreement entered into by the User when registering for the SKOK service.
- 1.27. "Parking Area" means the area where the User receives an eScooter and where to put it back. The parking areas are visible in the SKOK app. and are marked in gray on the map.

2. The services

2.1. Purpose of the Agreement

These T&C are intended to define the terms and conditions of access and use of the Services. All access and use of the Services are subject to compliance of the Terms by the User.

2.2. Use of the Services

Contingent on SKOK acceptance of a Registration, User's fulfilment of its payment obligations, and subject to the terms and conditions of these T&C and the successful completion of an initiation (if required), unless such initiation is not needed in accordance with § 8, SKOK will provide User access to the Services as set forth in the Registration for the Term of Use. A User may use the Services solely for User's own purposes (not for the benefit of any other person or entity) during the Term of Use, provided User has paid and continues to pay the Registration Fee, Rental and Parking Fees. If a business or other legal entity has entered into a Corporate Membership Agreement, the User that is covered by that Corporate Membership Agreement may use the Services solely for the purposes set forth in the Corporate Membership Agreement and SKOK shall not be responsible for communicating such allowable uses to such Users. SKOK is the owner of the eScooters, Helmets, Board Documents, and any item it makes available to User during the term of this Agreement.

2.3. Changes to User's access and right to Use the SKOK Services

SKOK retains the right to change, limit or deny the Services to a User for any reason at any time.

3. Registration Conditions

To be eligible for the Services, the User must:

3.1. Own or control a mobile device that is compatible with the App and the eScooter. User is responsible for obtaining at its own expense all equipment and services needed to access the Services via such mobile device. SKOK does not guarantee that the App can be accessed through all wireless devices or service plans or that it is available in all geographical locations;

3.2. Be at least 18 years old;

3.3. To the extent permitted by law, agree to allow SKOK to track User's movements whenever the App is running on User's mobile device. The use and collection of such information will be governed by SKOK Privacy Policy;

3.4. Hold a valid driver's license to drive a car, motorcycle or moped and scooter; the driver's license has to be issued by Latvia or by another Member State of the European Union, Switzerland, Lichtenstein, Norway or Iceland, or has been accepted as an international driving license in connection with the respective national driving license, provided that they authorize the use of a motorized vehicle in Latvia;

3.5. After successful approval of the driver's license, the SKOK activates the User account for a period not exceeding 36 (thirty-six) months. To activate the User account for the next 36 (thirty-six) months, User again uses online approval process through mobile app according to instructions. For driving licenses that are not issued EU/EEA/Switzerland, Lichtenstein, Norway or Iceland, User account will be activated for a period not exceeding 6 (six) months after arrival in Latvia. If the User does not meet these requirements, the SKOK has rights to block User account;

3.6. Hold a national identity card or a valid passport;

3.7. Be a holder of a credit card or debit card in his name associated with his bank account in a bank accepting debits in euros (€) authorized by the User;

3.8. Deliver to SKOK a fully complete Registration, including an agreement to be bound by the T&C, together with all documents requested by the Registration, which shall be accurate and truthful in all respects. Submitting a Registration authorizes SKOK to obtain an applicant's driving records from the jurisdiction in which applicant is licensed and to screen given information with law enforcement and other governmental databases.

3.9. Not be indebted to SKOK for amounts which it would not have paid during previous registration or lease from SKOK.

3.10. Satisfying the eligibility criteria mentioned in these T&C does not automatically give an applicant the right to become a User.

3.11. If the User's driver's license has been withdrawn, the User is obliged to immediately inform SKOK by all possible means. The User shall, in case of non-compliance with this prohibition, solely be responsible for any consequences, loss or damage that may result therefrom. SKOK reserves the right to conduct periodic checks of the driving license of the User to ensure its validity and compliance with these conditions of registration.

3.12. Acceptance of the User's Registration is subject to approval by SKOK at its sole discretion.

3.13. Provided that should statutory licensing requirement for electric scooter of category L1e as defined under Article 1(2)(a) of Directive 2002/24/EC change, driving authorization for the SKOK eScooters will change accordingly.

4. Registration Procedure

4.1. The Registration is done by the applicant through the Site or App by completing the online registration form in which the applicant indicates:

4.1.1. A valid e-mail, password and a valid mobile phone number;

4.1.2. First name, last name, and date of birth;

4.1.3. A photo of a valid driver's license (both sides);

4.1.4. A photo of a valid national identity card or passport (both sides);

4.1.5. A photo or himself/herself (selfie).

4.1.6. Its complete registered address.

4.1.7. A valid credit card (including expiration month, year and CVC code).

4.2. The applicant shall ensure the consistency and accuracy of information provided. The applicant must accept these T&C as well as the Privacy Policy upon Registration. The applicant must authorize

SKOK to draw money from its credit card as set out in these T&C and the Privacy Policy. Registration will be validated by SKOK following:

4.2.1. Checking and approval by SKOK of all information and documents forwarded electronically by the applicant.

4.2.2. Successful completion of the initiation, unless such initiation was not needed because the applicant did not expressly state that he did not have enough experience to drive an eScooter in accordance with §8 of the present T&C.

5. Billing Account

5.1. User must select a payment method (debit card or credit card) and provide the associated information to register with SKOK and to rent, reserve and use the SKOK eScooters. Users may, at any time, change and adapt this information.

5.2. User grants SKOK the right to charge the provided account for the registration and all leases, as well as any other fees that are invoiced to Users in connection with the rental (such as usage charges, expenses in the event of violations of traffic rules, contractual penalties, damages incurred to the vehicle, etc.).

6. User Service

6.1. In case of an accident, equipment failure or theft and vandalism, the User is obliged to follow the procedure as set out in this article. The Rental Fees will stop counting from the moment the assistance procedure is initiated by calling the number +371 27008118. However, the eScooter remains the responsibility of the User until a representative of SKOK has arrived.

6.2. In case of equipment failure or personal injury, the User must immediately contact User Service by calling the number +371 27008118 or via **support@skoksharing.com** regardless of the nature of the accident, if User is not prevented from doing so by his own or the victim's injuries. In case of personal injury, the User must first contact the emergency services (ambulance, fire department) and the police officer. In any case of damages or personal injury, the User must:

6.2.1. Stay at the scene of the accident and help emergency services, police and User Service.

6.2.2. Draw up a damage or accident report (on the blank copy present in the top box with the Board Documents) explaining the circumstances of the accident, even if there is only material damage not involving a third party, countersigned by the driver(s) of other vehicles involved in the accident.

6.2.3. Share with SKOK the circumstances of the accident, its causes, the names and addresses of the injured parties and witnesses if possible, by email or by mail to the address below.

6.2.4. Send the damage or accident reports by mail, as soon as possible and within a maximum of 2 business days after the occurrence of the disaster, to the following address: **Ieriku street 15 k-3, Riga, LV-1084.**

6.3. Reporting of Accidents and Cooperation

6.3.1. In case of an accident, the User must immediately contact User Service via **support@skoksharing.com** regardless of the nature of the fault. The User must provide the necessary assistance and stay at the scene where the eScooter is located until a representative of SKOK arrives.

6.3.2. If, while a User is in possession of a eScooter, the eScooter is involved in an incident that results in injury or damage to a third party or third party property, User must, as soon as possible, but in any event within 1 hour, contact the police and fill out an official police report, contact SKOK immediately and provide the following information to SKOK:

6.3.2.1. Date, time and location of incident;

6.3.2.2. Photos of the damaged vehicles and accident site (where possible);

6.3.2.3. Identification information for any other vehicles involved (e.g., license plate, vehicle identification number, make and model);

6.3.2.4. Insurance information for third party vehicles involved (e.g., policy number, name, address and phone number of insurance agent);

6.3.2.5. Contact information for third parties involved and owners of involved vehicles, if different (e.g., name, address, phone number, driver's license number);

6.3.2.6. Contact information for witnesses (e.g., name, address, phone number);

6.3.2.7. Circumstances surrounding event.

6.3.3. User must not, without SKOK prior written consent, make or give any offer, promise of payment, settlement, waiver, release, indemnity, or admission of liability in relation to the incident.

7. Reservation, Booking and Departure

7.1. SKOK eScooters, which are displayed as *available* in the Service area in the SKOK app, can be reserved for up to 15 minutes by selecting the available eScooter and pressing *Reserve* button. SKOK reserves the right to refuse the reservation if there are doubts about smooth handling of the vehicle. During the 15 minutes reservation period, User can delete his/her reservation via the app. If the reserved eScooter is not used by User within 15 minutes after the start of the reservation, the eScooter is again released for use by other Users and is marked as *available* in the SKOK app.

7.2. The eScooter is activated by pressing the *Start Rental* button in the SKOK app, by which User accepts the rental tariffs.

7.3. User agrees to report any material damage they have observed on the eScooter **before Rental** with photos and descriptions via email **support@skoksharing.com** or by calling User Service before starting the trip. Examples of damages to be reported to SKOK team:

7.3.1. Flat tire;

7.3.2. Damage to the bodywork of the eScooter;

7.3.3. Damage to the top box or missing helmets;

7.3.4. Mirror damaged or missing mirror;

7.3.5. Broken or bend brake handles;

7.3.6. Damages to the seat;

7.3.7. Broken stand;

7.3.8. Any damage that may affect the safety of the driver when driving the vehicle.

7.4. The User can temporarily park the eScooter both in and outside the service areas. However, an eScooter can only be permanently parked and a ride can only be completely terminated inside one of the parking areas. A special Parking Fee applies to the temporary parking of an eScooter as set out in the Rates Schedule § 12 to these T&C.

7.5. In the event of a disruption of the usage process, SKOK can call the User on the mobile number stored in his personal information, to determine the cause of the disrupted usage process. If there is reason to suspect contravening conduct, SKOK is entitled to prohibit further use of the eScooter.

8. User's Duties and Responsibilities

8.1. Initiation

8.1.1. Upon registration and by thus accepting these T&C the User explicitly states that he has enough experience to drive an eScooter as used in the SKOK service. If this is not so and the User does not have enough experience to drive an eScooter the User must immediately and explicitly (in writing) inform SKOK about this fact.

8.1.2. If the User explicitly states that he does not have enough experience to drive an eScooter, he is not allowed to use the service until he has successfully completed an initiation, that will be organized by SKOK free of charge. Successful completion is determined solely in SKOK discretion.

8.1.3. User should be fully aware that using the service without having enough experience and without having completed the initiation is at its own responsibility. If SKOK becomes aware that a User does not have enough experience and did not successfully complete the initiation the User can be refused from using the Service, any further and his or her account can be terminated. User also exposes itself to claims for Insurers and other parties, for which SKOK can in no event be held responsible.

8.1.4. The initiation is meant as an introduction to the use of the eScooter but does in no event replace a full training course as offered by certified professionals. If a User deems such a training course is necessary, it is his obligation to complete such a training before using the service.

8.2. Renouncing the Initiation

8.2.1. However, the User can expressly renounce such Orientation by officially stating he or she has sufficient experience driving an eScooter. If so, User hereby agrees to familiarize itself with the eScooter and the operation thereof prior to use. User should be fully aware that renouncing the Orientation without having sufficient experience to drive an eScooter is at its own responsibility. If SKOK becomes aware that the Orientation was renounced by a User without enough experience, the User can be

refused from using the Service any further and his or her account can be terminated. User also exposes himself to claims for Insurers and other parties, for which SKOK can in no event be held responsible.

8.3. Acknowledgment

8.3.1. The User declares to SKOK that it has received all reasonable explanations of the content of these T&C, the Rules, and the Rate Schedule currently in force and that it has taken all reasonable and prudent measures to ensure that it has correctly understood all its commitments and obligations.

8.4. Driving Record

8.4.1. User shall immediately notify SKOK if User's driver's license is suspended, revoked or invalid or if convicted of driving under the influence of drugs or alcohol or while intoxicated, of reckless driving, or driving over the legal speed limit.

8.4.2. The User is to ensure the traffic safety of the eScooter before each trip through a visual inspection and testing of the brakes.

8.4.3. SKOK eScooters are only to be used in a safe state of transport and operation and User has to comply with all legal obligations, particularly related to road traffic and traffic regulations.

8.4.4. The User is to keep personal data stored on the SKOK system up to date, particularly mobile numbers, email addresses and payment data.

8.5. Rules

8.5.1. The User agrees to abide by all the rules enacted and present in Appendix 2 of these T&C.

9. Returning of the eScooter and Termination of Rental

9.1. To return an eScooter and terminate its rental, the User must ensure to return the vehicle within the designated parking areas. The respective parking area is displayed in the SKOK App and can also be viewed at any time on the www.skoksharing.com website. Should the rental be terminated outside the parking area, a fee shall apply according to Annex 1. The eScooter is to be placed properly in accordance with the traffic regulations in a parking space in the public transport area. Any infringements of traffic regulations and associated fines are to be carried by the User and will be charged to User's account.

9.2. The rental shall not be terminated on private or commercial places that are inaccessible to other Users. The rent cannot be to be completed in the yards and on private paid parking lots. The eScooter must be accessible by everyone at any time after the rental period has ended.

9.3. User must ensure that all vehicle documents, helmets and other SKOK accessories are properly stored in the top box.

9.4. Users must ensure that no waste or gross contamination remains on and in the eScooter at the end of the rental period. In case waste or gross contamination remain, SKOK is entitled to charge the User for any cleaning costs.

9.5. The rental is terminated by pressing the *End Rental* button on the SKOK app, which switches off the eScooter engine and electrical system. If the rental is not terminated by User, the rental will continue, and all charges shall be carried by User. If for any reason (technical or otherwise) the rental cannot be terminated via the app, User must immediately call the Customer Support to +371 27008118. Any additional rental costs due to prolongation of the rental period as a result of problems at the end of the booking will be refunded to User, but only if the fault is not that of User.

9.6. **Do not Park your eScooter on grass, sand, cobbles!!!**

10. Duration of Individual Rentals, Battery Life of the Vehicles

10.1. Limited Duration of Use

The duration of the individual rental contracts is limited to the battery life of the rented SKOK eScooter. As long as the battery of the SKOK eScooter charge is sufficient for the ride, Users may use or stop using the vehicle as they wish. Once the battery of the rented vehicle is depleted, the individual rental contract usage rights of the User end and the User is obligated to return the SKOK vehicle according to these T&C (especially § 9 of these T&C). The remaining battery life is displayed to User on the speedometer-area of the vehicle and on the app. SKOK notifies its Users that an orderly return of the vehicle is possible despite a depleted battery, and that an orderly termination of the individual rental contract is required by the User, despite usage rights determined according to § 2.

10.2. Charging the Batteries

SKOK expressly notifies its customers that no replacement or charging of batteries will be made by SKOK during the duration of an individual rental contract. Neither is the User permitted to physically access, change, or charge the batteries. SKOK will ensure the drivability of the vehicle after the conclusion of the individual rental contract and offer this vehicle to all SKOK customers when available.

10.3. Billing Basis of an Individual Rental Contract

Billing of a ride follows the actual time driven. Every partial minute is billed as a full minute by the system.

11. Insurance

The rented e-scooter is covered by Compulsory Motor Third Party Liability Insurance (MTPL). The User shall be liable for any loss or injury resulting from any accident or drink driving while driving an e-scooter. If the insurance company has a legal obligation to pay compensation to third parties in the event of such an accident, the user is obliged to fully reimburse the insurance company for any costs incurred, including legal expenses.

12. Rates and Payment of Registration and Rental ("Rates Schedule")

12.1. General

The User agrees to pay all amounts and fees related to the SKOK Services, including but not limited to those listed below, namely:

- 12.1.1. Registration Fee for the Registration to the Services;
- 12.1.2. Rental Fees for the use of the SKOK Service;
- 12.1.3. Pause Fees for the temporary parking of a eScooter;
- 12.1.4. Insurance deductibles in case of an accident, loss, theft, or damage to the eScooter;
- 12.1.5. The various costs incurred by SKOK (including bank or legal fees) to recover the amounts owed by the User;
- 12.1.6. Any bank fees related to a rejection of withdrawal of a payment on a User's credit card.

12.2. Registration, rental, and parking

- 12.2.1. The Registration Fee is 1.99 EUR (inc. VAT);
- 12.2.2. Rental price is 0.21 EUR (inc. VAT) per minute. Every rental period begins after starting the ride via the SKOK app by pressing the *Start rental* button and finishes when terminating the rental via the app by pressing the *End Rental* button;
- 12.2.3. Pause price: 0.05 EUR (inc. VAT) per minute. When temporarily parking the eScooter the customer will pay a parking price of 0.05 EUR per minute until the parking period is terminated.
- 12.2.4. Every started minute of rental is booked and billed as a full minute.
- 12.2.5. The maximum all-day price for using the eScooter is 25 EURO.
- 12.2.6. SKOK reserves the right to set up the "Minutes Package" offer, temporarily or permanently, allowing the User to subscribe to prepaid minutes packages. This offer will be visible directly on the app, at the time of each rental, when the User will have the choice to subscribe to this offer.
 - 12.2.6.1. This offer includes prices, discounts or additional bonuses, and the timing of this offer is limited depending on the selected packages. These minute packages can only be paid in advance and will be taken with the agreement of SKOK. SKOK reserves the right to delete this offer at any time without prior notice to the User.
- 12.2.7. The types and amounts of additional fees and penalties are presented in Annex 1 of these T&C.

13. Security Deposits, Fees, Payment, Driving and Parking Minutes

13.1. Security deposit

User may be required to pay SKOK a refundable security deposit, dependent on their use, or because SKOK determines (at its sole discretion) that User, or potential User, may present a higher risk than other potential Users. A deposit may be withdrawn from Users bank card to:

- 13.1.1. Ensure the payment of up to a €200 the User is liable for in case of accident or theft without third party involvement;

- 13.1.2. Ensure the payment for the use of the SKOK Service;
- 13.1.3. Ensuring the payment of penalties incurred by the User in case of non-compliance with its obligations under the Registration and/or Rental;
- 13.1.4. Ensure the payment of all fees that may be caused by any breach of a User's obligations.

13.2. Fees

User agrees to pay to SKOK the rental and parking (Pause) fees and other charges and fees as set out in these T&C. The prices are always shown on the valid price list. These are gross prices. Payment is due at the end of the individual rental contract.

13.3. Payment method

All major Debit and Credit cards are accepted. SKOK shall ensure that the payment method provided is valid and authenticated.

13.4. Pre-authorization

SKOK may seek pre-authorization of Users credit card account prior to a fee or cost becoming due to verify the credit card is valid and/or has the necessary funds or credit available to cover such fees or costs. Such pre-authorization may be in an amount up to the full replacement cost of an eScooter. These pre-authorizations will reduce Users available balance by the authorization amount until it is released or reconciled with the actual charge. User should contact his/her card issuer if he/she has additional questions regarding the removal of an authorization amount from a statement. Charges occur within a reasonable time of the transaction or shortly thereafter, and multiple charges during the same period may be aggregated together.

13.5. Delinquent Account

Any User Account, which is delinquent, will be suspended or terminated solely at SKOK discretion. Any credit card which is rejected may result in suspension or termination of User's Use solely at SKOK discretion. In case the User fails to make payments in a timely manner, the SKOK shall be entitled to authorize a debt collection company to carry out the collection actions or assign its right of claim to the debt collection company for collection of the User's debt. The User's personal information available to the Company may be transmitted to public authorities and bailiffs for the purposes of payment and collection of taxes or fines. SKOK reserves the right to proceed with the payment of the sums due by the User via the credit card(s) registered in the Application belonging to the User and without prior warning from the User.

14. Liability of SKOK

14.1. Except to the extent that any loss or damage is due solely to SKOK negligence, SKOK shall not be liable, regardless of the legal grounds.

14.2. The personal liability of the legal representatives, vicarious agents, and employees of SKOK for damages caused by slight negligence is excluded.

14.3. SKOK shall not be responsible for any loss of, or damage to, any goods in or on the eScooter, including Users mobile device that is running the SKOK app, nor shall it be responsible for any loss or damage to third parties for the actions taken by any User during the period that User is responsible for an eScooter.

14.4. SKOK shall not be liable for the incorrect working of the services, certainly not in the event of e.g., poor internet coverage due to any cause (User's network, weather conditions, geographic location, network fallout, etc.), lack of GPS signal, hardware fallout, and any event of force majeure.

14.5. SKOK is not liable for indirect damages, consequential damages, lost profits, pure pecuniary losses, interest losses and losses arising from claims of third parties or against third parties that are not contractual partners.

14.6. SKOK shall not be responsible for direct, indirect, incidental, or consequential damages or injuries arising from the use of any eScooter Accessories supplied by SKOK (e.g., helmet, lock). The User is responsible for the safe use of such accessories and must check their condition before each use. If any accessory is found not to be in good condition or working order, User should not use such accessory and should promptly notify SKOK thereof.

14.7. SKOK reserves the right to temporary or fully suspend the SKOK Service, without prior notice and for an undetermined duration of time, especially in case of an exceptional events like damaged eScooters, a technical outage, a manifestation in such as a strike, a change in the traffic rules and regulations or defavourable climate conditions such as heavy storms and snow.

14.8. Insofar as no statutory or contractual limitation or limitation period applies, all claims against SKOK shall be forfeited if they have not been judicially recognized in writing within one year from the knowledge of the claimant of the damage or explicitly acknowledged by SKOK in writing.

15. Liability of the User, Contractual Penalties, Exclusion of Use

15.1. Users are liable to SKOK for any damage caused by them or their passengers. This includes, especially, the removal, damage, or loss of the SKOK eScooter as well as helmets and other accessories. Users shall also be liable for full compensation if the damage or loss of the SKOK eScooters or any other damage has occurred by the fact that Users or third parties for whom they are responsible are culpably against the present SKOK rental terms, legal provisions, or the general conditions of the Motor Vehicles Insurance MTPL (Third Party Risks) have been violated and thereby the insurance protection has been impaired.

15.2. In the event of a self-inflicted accident, the liability of the Users extends to the amount of the agreed self-participation and also to the claim's costs such as expert costs, towing costs, impairment, loss of rental costs and additional administrative costs. The limitation of liability to the amount of self-participation does not apply in the case of a mechanical damage caused by Users due to faulty operation, negligence, or breach of §8. In the event of damage to an eScooter, the liability of the Users is limited to the respective deductible amount, if the eScooter was used in accordance with the contract and the damage was reported immediately.

15.3. Users shall undertake to pay a contractual penalty in the amount of 200 EUR if they have left the eScooter in the hands of unauthorized drivers. The assertion of further damage remains unaffected. The contractual penalty in the amount of 200 EUR is counted in this case.

15.4. Users are fully liable for any legal violations committed by them, especially, for violations of road traffic regulations and regulations during the period of use and in connection with the stopping of the eScooters. Users shall indemnify SKOK from all penalties, warnings, costs, and other expenses incurred by the authorities or other bodies on the above-mentioned violations of SKOK. To compensate for the administrative costs incurred by SKOK for the processing of inquiries addressed to the prosecution authorities in order to determine the administrative irregularities and offences committed during the rental period, SKOK will receive 10 EUR of the costs incurred per case. Unless User proves that SKOK has incurred no or a smaller expense, SKOK is, with appropriate proof, not allowed to claim further damages.

15.5. In case of serious culpable breaches of contract, including a delay in payment, SKOK can temporarily or permanently exclude User from the vehicle use with immediate effect and block the SKOK app. The exclusion will be communicated to the User by e-mail.

16. Individual Rental Contract and Rental Period

16.1. Only properly and effectively registered customers can rent the SKOK eScooter.

16.2. The individual rental contract is concluded as soon as the customer starts the rental process by connecting a mobile App with the eScooter in the sense of § 7 and the SKOK tracking box is activated by the start of the eScooters (releases sound and the lights of the eScooter start to light) vehicle electrics.

16.3. The rental period begins with the conclusion of the individual rental contract and ends in any case if Users have terminated the leasing procedure according to §9.

16.4. The maximum rental period for a single rental contract is 24 hours. The driving day is from 00:00 to 23:59 on a single day.

17. Cancellation, Termination of the Framework Contract

17.1. Termination by User

The User may terminate the framework contract (registration) and thereby the use of SKOK services at any time without cause upon a two-week written notice to SKOK. The notice has to be sent to SKOK by email at **support@skoksharing.com**. The termination of the contract by User can only be effective once all due amounts have been paid to SKOK.

17.2. Termination by SKOK

SKOK may terminate User's framework contract (registration) and thereby the use of SKOK services at any time without cause upon one-week written notice to the User. SKOK may, at any time, without

notice, immediately terminate the framework contract if User fails to pay any sum due under these T&C or breaches any of the Users obligations under these T&C. SKOK reserves the right to terminate the framework contract at any time if Users driver's license is or has been discovered to be suspended, revoked, invalid or if User is convicted of driving under the influence of drugs or alcohol, reckless driving, or driving over the speed limit. SKOK may, at any time, without notice, immediately terminate the framework contract if User does not comply with any term or condition specified in the T&C or the website or app.

17.3. Suspension of Services

SKOK reserves the right to temporarily suspend User's access to the SKOK services at its sole discretion.

18. Confidentiality and Data Protection

18.1. SKOK commits to the protection of all Users data and to treat all information provided to them confidentially and not to pass it on to third parties except as required by law and in order to register a claim under its insurance policy. The insurance company is entitled to process User's data in accordance with the law in order to meet its obligations under the insurance policy and to settle claims made by third parties against the User or against SKOK.

18.2. By entering a framework contract (registration) with SKOK and using the services, User provides SKOK with personal data including but not limited to a person's name, e-mail, address, phone number, driver's license, and identity card. When processing such information, SKOK complies with all of its obligations under the Latvian Data Protection and the European General Data Protection Regulation (No. 2016/679/EU) on the processing of personal data.

18.3. The customers expressly agree that their data is stored by SKOK as part of the business activities of SKOK and (electronically) processed.

19. Changes to T&C

SKOK is entitled to amend or supplement these terms and conditions at any time, especially for future single rental contracts, unless this is not reasonable for User. To this end, SKOK notifies its Users in good time of the changes (in writing or by e-mail) and publishes them on the SKOK website **www.skoksharing.com**. If there is no objection of the User regarding the changes of the T&C, which must take place within one month after the notification, the changed T&C apply as accepted by User. In the notification, User is expressly informed of his/her right of objection and the definition of the opposition period. In the event of Users objection to the amendment or supplement to the T&C, SKOK shall be entitled to terminate the basic contract with the User on the basis of these T&C with a notice period of four weeks.

ANNEX 1 – ADDITIONAL FEES AND PENALTIES

All Fees and Penalties charged to the User will be subject to an Administrative Management Fee of €10 per Fee or Penalty attributable to the User.

Violation	Fee (EUR)
Parking of eScooter in prohibited areas or causing obstruction	25 EUR
Parking of eScooter in private parking	25 EUR
Return place outside of service area	35 EUR
Return place outside of parking area	25 EUR
Service trip caused by User	25 EUR
Battery failure due to negligence of User requiring service technician	70 EUR
Repair or cleaning of eScooter because of violations of Users obligations	25* EUR
Damage or theft of eScooter due to User's violation of rental conditions	2800* EUR
Security infractions (e.g., drive without helmet)	25 EUR
Use of eScooter by another unauthorized person	200 EUR
Leave top box unlocked	25 EUR
Loss or damage of helmet	50 EUR
Battery loss or destruction by manipulation	700 EUR
Loss or damage to vehicle documents	10 EUR
Processing fee for traffic offences	10 EUR + Fine
Administrative fees for late payment	10 EUR
Non-compliance with assistance procedures (damage to eScooter, bodily harm, etc.)	50 EUR

* Depending on cost of repair. The customer will be issued with an Invoice detailing all the repairs made

ANNEX 2 – RULES SCHEDULE

In addition to the rules and obligations set forth in these T&C, Users are required to abide by the rules set forth in this Rules Schedule. By becoming a User, you are deemed to have accepted and agreed to abide by the rules set forth below. Failure to abide by this Rules Schedule may result in suspension or termination of your account and use of the SKOK service.

1. Who May Operate an eScooter?

- 1.1. Only Users in good standing may operate an eScooter. Non-Users are expressly prohibited from operating an eScooter. Subletting or re-letting of the eScooter to another person, even to another User, is expressly prohibited.
- 1.2. Only persons over the age of 18 may become a User and may operate a eScooter.
- 1.3. A maximum of two persons may ride an eScooter at a time.
- 1.4. Customers without a valid license are prohibited from renting an eScooter.

2. SKOK eScooters shall not be used as follows:

- 2.1. By anyone not wearing a Helmet;
- 2.2. By any other person other than the SKOK Account Holder who booked the eScooter in question;
- 2.3. To propel or tow any vehicle, trailer, or other object;
- 2.4. To instruct any person in the operation of an eScooter;
- 2.5. To ride in undesignated bicycle lanes, on unpaved roads, on sidewalks;
- 2.6. To transport animals of any kind or nature, living or otherwise;
- 2.7. During a race, competition or to perform stunts or tricks;
- 2.8. For the primary purpose of transporting people or goods for hire or reward, or operating a taxi or delivery service;
- 2.9. By a User while under the influence of drugs or alcohol;
- 2.10. During the commission of a crime or other illegal activity;
- 2.11. In a negligent or abusive manner or for any use outside the scope of an eScooter's intended purpose (violating a traffic law, or receiving a ticket in an accident is not automatically a violation of this provision, but may be an indication that a violation of this provision has occurred);
- 2.12. By anyone who has provided SKOK with false information in order to become or remain a User;
- 2.13. To carry any hazardous goods or more than 20 kilograms of personal effects;
- 2.14. Driving on unauthorized roads, sections or fences or on roads not accessible to public transport, not covered with asphalt or whose condition may pose a risk of damage to vehicles;
- 2.15. While there is inclement weather, including heavy rain, electrical storms or strong winds, which make it more dangerous to operate an eScooter;
- 2.16. While texting, emailing, using a cell phone, or otherwise using a mobile device other than to operate the eScooter that may distract from driving safely or otherwise engaging in any activity that may be prohibited by law.

The foregoing list is not intended to be exhaustive and any unreasonable or inappropriate use of an eScooter, as determined by SKOK in its sole discretion, or any violation of law will be deemed to be a violation of this Rules Schedule.

3. Reserving an eScooter

Scooters are available to Users on a first-come-first-served basis via reservation on the SKOK app. Users using an eScooter on a first-come-first-served basis will be billed for the time they use the eScooter according to the Rate Schedule. If a reservation is made available by SKOK, Users shall make such reservation via the SKOK app in advance of use and will be billed at the time of the rental, although not for the time of the 15 minutes reservation. Users may cancel or change an existing reservation via the SKOK app within 15 minutes after the reservation was made.

4. eScooter Use

- 4.1. User is to return the eScooter at a public location or any "Rigas satiksme" Car Park where it is authorized to be parked and is within the designated service areas, which can be found on the mobile app.

4.2. User must ensure that the eScooter retains sufficient charge to be returned to one of the Parking areas. If User fails to do so, SKOK will apply a service charge as set out in Annex 1 to return the eScooter to one of the Parking areas.

4.3. Prior to operating an eScooter, User is required to inspect the eScooter for any signs of damage and must inform SKOK team immediately if any such damage is observed via User Engagement Centre on +371 27008118. If User fails to inform SKOK, he/she may be liable for the costs incurred of repairing the eScooter. For Users own safety, the use of an eScooter is prohibited if any of the following equipment is not in good working order: tires, brakes, lights, signals, or mirrors.

4.4. Users are responsible for all charges and costs incurred, and any damages, related to the eScooter from the time a User activates an eScooter until it is returned and secured at its designated location in one of the Parking areas.

4.5. Users must operate the eScooter in accordance with these Terms and Conditions (especially but not limited to this Annex 2), the Orientation received, and any operation manuals provided by SKOK.

4.6. User is responsible for any violations, including but not limited to traffic violations incurred, including fines for late payment and any processing fees, due to User's use of an eScooter. User agrees to pay for all violations incurred. Such violations must be reported to SKOK as soon as reasonably possible, but in any event, in advance of the deadline to respond to the notice of violation. If User fails to pay for any violations incurred, and SKOK pays such violations, User agrees that SKOK may charge User's payment method on record in accordance with the Agreement.