

DRIVENTA PRIVACY POLICY

1. Terms and expressions

Policy – the present document.

User – an individual using the Platform for organizing a car rental or for informative purposes.

Registered User – an individual having passed the procedure of registration on the Platform, filled out the Profile and accepted the present Conditions.

Profile – a section of the Platform personal for every Registered User. It contains the User's personal details, payment information and other User's relevant data.

Owner – a User letting a Vehicle for rent.

Renter – a User renting a Vehicle.

Driventa – Driventa B.V. registered at Kerkenbos 1037, 6546BB Nijmegen, The Netherlands KVK 65708644.

Platform – the website, mobile applications, other elements and means of providing information and communications, which are under the brand name Driventa.

Rental Agreement – a Vehicle rental agreement between an Owner and a Renter.

Insurer – an insurance company providing an insurance service for the period of action of a Rental Agreement).

2. Subject

The present Conditions regulate interaction of Users and Driventa and define terms of accessing the Platform, manner of its use, rights and obligations of Driventa and Users.

In no event shall Driventa be a party of a rental deal. The present Conditions do not relate to the Rental Agreement and are not a part thereof. Driventa does not rent or let



for rent Vehicles and may in no event be considered an Owner, Renter or an agent of any side in a Vehicle rental deal.

Using the Platform, the User claims their reception of all the necessary and relevant information for safe and profitable use of the Platform, and as well understanding of all risks incurred by the rental procedure (renting and letting for rent) and use of a Vehicle.

The present Conditions define relations between Driventa and Users from the moment of a User's first accessing the system and are the sole legally binding document connecting them. Any other documents and data, including those published on the website or in other parts of the Platform, are solely informational materials.

A link to the present Conditions is published on the home page of the Platform's website. Driventa may in its sole discretion, at any time and without warning change or enlarge the present Conditions and any other information published on the Platform. In event of changing the Conditions, Driventa notifies the registered Users of such fact, at the moment of their first accessing the Platform after the change. Unregistered Users shall be obliged to by themselves monitor the changes of the Conditions, accessing the relevant section of the Platform's website.

Continuing to use the Platform after any changes in the Conditions, Users declare their being informed and full acceptance thereof. In event of a User's dissent to accept the changes of the Conditions, the User shall be obliged to immediately cease use of the Platform.

The conditions published on the Platform's website cancel action of prior versions of the Conditions and are the sole active edition (version).

3. Profile

A User willing to use the Platform not solely for informative and illustrative purposes but to effect a rental deal shall pass the procedure of registration, receive personal details for accessing the Platform (login, password, other personal means of ensuring provision of access to the Platform, if applicable), fill their Profile information.

The User must not disclose the personal details of accessing the Platform and make those available for permanent or temporary use by third parties. Shall the User suspect compromising of the personal access details, they must immediately notify Driventa of any such compromising.

A User bears responsibility for any and all actions carried out on the Platform after accessing it with their personal details, including the cases when the personal details



have been lost or compromised (until the moment notifying Driventa thereof by the User). For changing/retrieving compromised or lost access details, the email address, phone number or social network ID (in Driventa's discretion) registered in the User's profile.

A User may only have one Profile. A User shall not be entitled to register on the Platform several times.

Driventa shall have a right to, in its discretion, at any moment delete the User's Profile regardless of its being the only Profile of the User.

A User confirms their being informed of importance of correctness of the details they specify in their Profile, and confirms that all the details specified by them are correct and complete. A User shall be obliged to maintain the Profile details up-to-date and update those in a timely manner. A User shall bear full responsibility for any and all consequences arising from imprecision, incompleteness or incorrectness of the Profile data, including material liability for damage caused to Driventa or other Registered Users as a result of presence of incorrect information in the Profile.

4. Requirements to Users

Unregistered Users may use the Platform solely in informative purposes. At the same time, their interaction with the Platform must not cause any damage or lead to causing any damage to Driventa or other Users.

Driventa may, in its sole discretion, refuse the registration of a User.

In order to become a Registered User, a User must, at the moment of registration and further in process of using the Platform, conform to the following requirements.

All Users must:

Specify their real details (name, location, photo, etc.). In case a User's photo was automatically uploaded by the Platform from a social network, the User must verify relevance of that photo and change it if necessary.

Be ready to upload a photocopy of the driving license and the identity document to the Profile upon the Platform's request.

Specify in the Profile their phone number using which the User will be able to receive SMS-messages and calls from the Platform.

Do not have any outstanding debts to Driventa or other Users.



Not have been subject to insurance denial, vehicle insurance cancellation or stiffening of insurance conditions during the last three years, as well as in event of breach of an insurance contract, fraud, etc.

Accept the present Conditions and other documents (Cookies and Privacy Policy, Fine Policy, personal details, Rules of vehicle use).

All Owners must:

Be at least 18 years old.

Not have registered and not have created their Profile.

A User ensures conformity to the following requirements to the Vehicle offered for rent via the Platform:

The Vehicle is owned by the Owner at the moment of publishing and must in their ownership during the rental period of the Vehicle.

ТС соответствует всем требованиям страхового полиса.

The Vehicle conforms to all the requirements of the certificate of insurance. The Vehicle conforms to all the safety requirements and has with all the safety protection equipment required by law and the design of the Vehicle.

The Vehicle(s) has(-ve) passed all the necessary technical inspections and provided with all the necessary services. This includes all the technical inspections required by law, as well as the technical procedures conforming to the requirements of the manufacturer.

The Vehicle contains the necessary vehicle fluids of the necessary amount; the parts exposed to run-out (brake pads, brake rotors, tyres, etc.) are in the condition allowing guaranteed exploitation of the Vehicle without replacing those within a period significantly exceeding the term of rental.

The Vehicle is insured by a civil liability program and is covered by all the other kinds of insurance required by law in the state where the Vehicle is registered and in the state where the Vehicle is given for rent.

The Vehicle has at least 2 sets of keys for opening the doors and launching the engine of the Vehicle. One of those sets shall be permanently kept by the Owner.

The Vehicle has a correct description on the Platform. The Owner must keep the information about the Vehicle up-to-date, including the description of the technical characteristics, options and photos.

The Vehicle does not have defects other than those specified in the description of the Vehicle on the Platform or those which the Renter is specially informed of prior to execution of a Rental Agreement.

The Vehicle is registered in compliance with all the applicable laws.

All the taxes related to ownership and use of the Vehicle are paid in compliance with the law.

The weight of the Vehicle is less than 3.5 tons.

The Vehicle has 4 wheels.

The Vehicle may transport not more than 8 persons including the driver.

All Renters must:

Be at least 21 years old.

Hold a driving license relevant to the Vehicle type, issued not later than a year ago and valid in the state(-s) where the Vehicle is rented.

Provide a valid means of payment.

Not commit breach of driving regulations incurring 2 or more fines (or other penalties) during the period of the Vehicle rental.

Not have been prosecuted for a motorized vehicle accident more than twice during the last 2 years.

Not have medical restrictions on driving the Vehicle.

Not have been subject to driving license revocation during the last two years.

Not have been prosecuted for drunk-driving (incurred by alcohol, drugs or other) during the last 5 years.

Not have been prosecuted for driving without insurance during the last 5 years.



Drive the rented Vehicle by themselves “first hand” (excluding the cases specified in the present Conditions).

In case a User (or their Vehicle) does not or ceases to comply with the aforementioned requirements, they do not longer have a right to use the Platform as a Registered User until the moment of resolving the issue of such noncompliance. Driventa may discontinue the User's access to the Platform entirely or partly, as well as absolutely prohibit the access.

The User bears full responsibility for any and all consequences related to noncompliance with the aforementioned requirements, including material liability for the damage caused to Driventa or other Registered Users as a result of such noncompliance and illegal use of the Platform.

Driventa shall have a right to verify the User's compliance with the aforementioned requirements and correctness of the data specified by the User in the Profile, by accessing databases of third parties.

5. Availability

Driventa pursues to ensure the maximum availability of the Platform, taking into account effectiveness of use of resources. At the same time, Driventa provides the Users with the Platform “as is” and does not guarantee its operation at any time. Driventa shall in no event be liable for any damage, harm or losses, direct or indirect, suffered by the Platform's Users as a result of full or partial non-operation of the Platform regardless of the reason of such non-operation.

Driventa may change the appearance and functionality of the Platform and as well has a right to cease the Platform's operation in its discretion and at any time, for carrying out maintenance works without prior warning and not bearing any responsibility to the Users.

6. Rental Agreement

A Rental Agreement is executed directly between the Owner and the Renter. The Platform provides the Users with an instrument for preparing a Rental Agreement and charges a fee for organizing interaction and preparation of documents' projects.

A User must read and acknowledge the contents and rules of application of the documents' projects prepared by the Platform before applying those. The User confirms their understanding of all the terms stated therein, recognition of all the risks



and responsibility related to application of those documents and the Vehicle rental deal in general. At the same time, Driventa shall in no event be considered a party of a Rental Agreement.

Only Registered Users compliant with the Requirements to Users (item 4 of the present Conditions) may enter into the Rental Agreement.

Prior to execution of the Rental Agreement, a Renter sends a request for rental with specification of the dates and time of acceptance and transfer of the Vehicle, planned number of kilometers of run and necessity of additional options (for example, the Vehicle delivery or additional equipment).

Users accept that prior negotiations in the Platform's chat between the Renter and the Owner shall be considered an element of the Rental Agreement in the part relating to the configuration parts, options, additional services and conditions of use of the Vehicle, if it does not contradict the present Conditions.

In case the Owner specifies any Vehicle options in the chat and does not specify the way of payment for those, it is construed that use of the specified option is included in the cost of the rental term, and the Owner does not have a right to require the Renter to pay for that option upon execution of the Rental Agreement. In case of disagreement between the Owner and the Renter, they must conduct negotiations aimed at ending the argument via the Platform's interface. In case the disagreement persists, Driventa has a right to, in its discretion, make a decision in favor of one of the parties.

The Owner having received a Rental Request may accept the Rental Request or decline it. In case of declination of the Rental Request, the Owner has a right to not explain the reason of his decision.

Accepting a Rental Request, the Owner confirms they have read and acknowledged the present Conditions, have become familiar with the Renter's Profile data, recognizes all the risks and as well that the responsibility for correctness of the data of the Renter's Profile is fully borne by the Renter and Driventa shall not be responsible and does not in general carry out verification of the data of Users' Profiles.

If the Owner has accepted the Rental Request, the Renter receives a message about the Owner's preliminary acceptance. The Rental Agreement is considered executed between the Renter and the Owner from the moment of carrying out the payment by the Renter. Carrying out the payment, the Renter confirms that the Vehicle is perfectly suitable for them (excluding the cases of significant incorrectness of the information about the Vehicle on the Platform at the moment of carrying out the payment).



The Renter has a right to at the same time send several Rental Requests to different Owners for the same period. The Renter also may receive a notification of the Rental Request acceptance at the same time from different Owners. At the same time, at the moment of execution of the Rental Agreement with one Owner, other requests related to the same time interval may automatically be canceled by the Platform (regardless of their status).

Accepting a Rental Request and entering into a Rental Agreement, the Owner guarantees that the rent of the Vehicle will not lead to breach of any existing agreements with a third party. Driventa shall not be obliged to verify and is not responsible for the Owner's observance of any agreements with a third party, as well as for breach of any rules or laws as a result of publishing the Vehicle on the Platform or as a result of renting the Vehicle with use of the Platform.

During the rent, the Renter bears all the expenses and risks related to location, condition and safety of the Vehicle, unless otherwise stated in the present Conditions.

The Renter confirms that they have read and acknowledged and shall be obliged to observe the Rules of Vehicle Use.

The Renter bears responsibility for access to and actions inside the Vehicle by third parties as passengers, and shall also be obliged to not allow driving the Vehicle by an individual not having been authorized by the Owner and who has not been relevantly insured via Driventa.

At the moment of transferring the Vehicle from the Owner to the Renter, the parties sign an Act of Vehicle Transfer wherein they specify presence of defects of the body and interior, the fuel level, the Vehicle's run at the moment of transferring and other substantial characteristics. The Act of Vehicle Transfer is part and parcel of the Rental Agreement. When technically possible, the mentioned Act may be signed in the electronic form with help of the interface provided by the System (when technically possible).

The Owner must cease the process of the deal and not transfer the Vehicle to the Renter in case there is evidence of the Renter's noncompliance with the Requirements to Users (item 4 of the present Conditions), or in case of impossibility to accurately verify the Renter's identity by checking the passport or driving license, or in case the Renter refuses to correctly fill in or sign the Act of Vehicle Transfer. Thereupon, the Owner may offer the Renter to timely resolve the noticed noncompliance or fully terminate the Rental Agreement. Thereupon, the Owner shall not bear any additional expenses or fines for cancellation if the Owner has in time notified Driventa of such noncompliance and is ready to provide evidence of the noncompliance.

The Renter must cease the process of the deal and not accept the Vehicle from the Owner in case there is evidence of noncompliance of the Owner/Vehicle to the



Requirements to Users (item 4 of the present Conditions), or if the Owner refuses to correctly fill out or sign the Act of Vehicle Transfer. Thereupon, the Renter shall not bear any additional expenses or fines for cancellation if the Owner has in time notified Driventa of such noncompliance and is ready to provide evidence of the noncompliance.

The Renter must return the Vehicle in the time specified in the Rental Agreement in a condition, configuration and with a level of fuel not worse (lower) than those of the moment of transferring the Vehicle from the Owner to the Renter, excluding the cases when the Owner and the Renter, via the Platform's chat, have specially agreed on the acceptable Vehicle conditions at the moment of returning.

The Renter bears full liability for all the damage or additional expenses of the Owner, Driventa or a third party, being a consequence of breach of the conditions of Vehicle returning by the Renter. The Renter also agrees with the Fine Policy.

Upon termination of a rental and transferring the Vehicle from the Renter to the Owner, the parties sign an Act of Vehicle Return, specifying therein the condition of the Vehicle, presence of interior or body defects (damage) inflicted during the period of rent, the level of fuel, the run of the Vehicle at the moment of return and other substantial characteristics. In case of refusal of the Renter or the Owner to sign the Act of Vehicle Return or disagreement about its formulation, the parties must immediately formulate such Act independently from each other, notify Driventa of the fact of disagreement accompanying the message with a copy of the Act of Vehicle Return filled out with their own hand, take all possible measures for collecting evidence of their right — photos, videos, etc. The Owner of the Vehicle shall be obliged to provide the Renter with an ability to collect photo and video evidence and shall not have a right to prevent collection of such materials.

In no event shall Driventa be responsible for content of reviews and feedback. Therewith, Driventa may, in its sole discretion and without explanation of reasons, delete reviews and feedback it deems incorrect or harmful to Users or Driventa for any reason.

The Rental Agreement is active until termination of the rental period specified therein. Prior to that moment, the parties may terminate the Rental Agreement solely under the conditions of Fine Policy.

Returning the Vehicle prior to the specified moment shall not be a reason of termination of the Rental Agreement.

In case of return of the Vehicle prior to the specified moment, the rental cost is not fully or partially refunded.

7. Damage and insurance

The Insurance Agreement is executed at the time of execution of the Rental Agreement and is active within the same period.

In event of breach of the present Conditions or terms of the Rental Agreement by the Owner or the Renter, the Vehicle shall not be insured.

Insurance is maintained by the Insurer. Insurance is regulated by the Rules of Insurance.

The Renter bears responsibility for the damages caused to the Vehicle during the rental. In case no damage of equipment, parts and aggregates was detected at the moment of return of the Vehicle from the Renter to the Owner, but within 24 hours after the return of the Vehicle the Owner detected the mentioned damage and immediately notified the Renter of those via the Platform's interface, it is accepted that the mentioned damage was caused during the rental period and the responsibility for that shall be borne by the Renter.

The Renter shall be obliged to pay for the damage caused during the rental period and not covered by the Insurance, including the franchise, in accordance with the certificate of insurance.

In event of a traffic accident, the Owner and the Renter must as well provide the Insurance Company with a properly filled out European Claim Form. If one of the parties evades filling out the mentioned document, it shall bear full responsibility for the damage.

The Owner confirms that notification of the Owner's current insurer of letting the Vehicle for rent is performed by the Owner.

The Owner shall be responsible for the financial losses in case of presence of a prohibition of letting the Vehicle for rent in its current certificate of insurance, or any other noncompliance of the current certificate of insurance with the procedure of letting the Vehicle for rent.

To make the insurance received via Driventa active, it is necessary to as well comply with the following conditions:

7. All the payments from the Renter to the Owner must be carried out via the Platform. In case a payment for additional run was carried out outside the Platform, the insurance shall not be active due to presence of the run not declared via the Platform.
8. The data of the Renter's and the User's Profiles as well as the information about the Vehicle must be correct and veracious (as well, at the moment of the beginning of the rental).

9. Any changes of the rental conditions must be made solely via the Platform.
10. The Vehicle has not been used by the Renter for provision of paid transportation services.

In event of a road traffic accident or another event of damaging the Vehicle, the Renter must immediately notify the Owner and Driventa support service of such.

8. Settlements and payments

The rental cost is defined on the basis of the cost of the Vehicle rental term, as well as of the cost of the additional run exceeding the run within the limit of run for the rental term, as well as of the additional options requested via the Platform's interface in accordance with the Rental Agreement. The Owner does not have a right to charge the Renter any additional fees, applying a different rate structure. In case the Renter and the Owner reached an agreement on the Owner's provision of any additional options, conditions and services not specified in the Platform's interface, a relevant change of the Rental Fee must be performed by changing the cost of the Vehicle rental term.

The Owner receives 70% of the rental cost and other payments from the Renter carried out via the Platform in accordance with the Rental Agreement. The remaining part of the payment is allocated to payment for the relevant insurance and the work of Driventa related to maintenance and development of the Platform.

The Renter delegates Driventa to, on behalf of the Owner, charge them with various fees, such as the part of the rental cost belonging to the Owner, the fines and compensations in accordance with the Rental Agreement and the present Conditions.

Charging the Renter with the payment is carried out via the Payment System integrated with the Platform's interface.

The Owner and the Renter accept correctness of calculation of amounts in relation to any payments carried out via the Platform.

The rental cost is paid by the Renter prior to the beginning of the rental.

Compensations of the fuel cost as well as the cost of additional (not agreed upon at the moment of the beginning of the rental) run are paid by the Renter after the end of the rental and agreeing upon the final parameters with the Owner.

The payments received from the Renter are dispatched between the Owner, the Insurer and Driventa within 5 days after the end of the rental.



Driventa may suspend the payment to the Owner in case of necessity of carrying out additional verification or in case of receiving complaints from the Renter. In such case, the payment to the Owner will be carried out if the Owner provides Driventa with the evidence of that the Rental Agreement was executed in the proper manner, and all the conditions thereof as well as the terms and requirements of the present Conditions have been complied with by the Owner.

The Renter and the Owner permit Driventa to access their means of payment and charge payments by itself or a third party (the Payment System), in accordance with the present Conditions, such as Administrative Fees, penalties, deductibles for the insurance, legally charged taxed, compensation of road fines and expenses for administering thereof, expenses resulting from a User's breach of the present Conditions, particularly regarding correctness of filling out the Profile and the data about the Vehicle.

The Owner agrees that in case of inability of charging the Renter with the payments the Owner is subject to receive from the Renter, Driventa shall in no event be responsible to pay the mentioned payments including any expenses related to invalidity of the insurance, breach of its conditions or any damage not covered by the insurance.

The Renter and the Owner accept the Fine Policy.

8.1. Compliance procedures

In case the total amount of payments to a User exceeds 500 euros, Driventa may require the User to pass the identification procedure. In such case, Driventa requests copies of the User's identity documents from the User. The User must send such copies immediately. Until the moment of completion of the identification procedure, Driventa may cease payments to the User.

9. Taxation

The User understands that the income received from letting the Vehicle for rent or other income received with use of the Platform may be an object of taxation. The User bears full responsibility to tax authorities for carrying out (formalizing) operations of letting the Vehicle for rent, regarding taxation including declaring incomes, calculation of taxes, carrying out the relevant payments and keeping the terms of tax payments. Driventa shall in no event be responsible for the Users' tax obligations and shall not be responsible to provide any assistance in solving the Users' tasks related to taxes.

10. Limitations on liability

Driventa shall be liable solely for the direct damage resulting from illegal actions of Driventa or proven guilt of Driventa, therewith the amount of such liability may not exceed 1500 euros in relation to one User during a year.



In no event shall Driventa be responsible for financial obligations of Users, as well as in case of inability of charging payments from a previously registered payment means of the User.

Driventa shall not be responsible for correctness of the Users' Profile data, correctness of the Vehicle data provided by Users; Driventa is not obligated and in general does not carry out verification of Users' Profile data. In cases when Users specify incorrect data in their Profiles, or incorrect Vehicle data, Driventa may in no event be deemed responsible for that.

Driventa does not bear responsibility for the texts, photo and video materials published by Users on the Platform, even if those are of illegal or otherwise inappropriate character. In case of such User's conduct, Driventa shall take the necessary measures to block the User and delete the inappropriate materials, as soon as it is notified of the presence of such on the Platform (with regard to a reasonable period of time required to technically solve this problem).

Any commercial or non-commercial prejudice, loss of benefit, loss of savings, property, revenue, orders, income, clientele, data and any action brought against the User by a third party and the resulting consequences are considered indirect damages.

In no event shall Driventa be deemed a party renting a Vehicle or letting a Vehicle for rent, and may not be deemed liable for any damage suffered by an Owner or a Renter in terms of a rental organized via the Platform.

In no event shall Driventa be deemed liable for injuries or death of Users, passengers of Vehicles, pedestrians and other individuals.

Driventa does not bear responsibility in cases of cancellations of booking a Vehicle, (as well, sudden) termination of the Rental agreement and other actions or inactivity of Users, related to fulfilling their obligations in terms of the Rental Agreement.