

# VEHICLE RENTAL AND SERVICE PROVISION TERMS AND CONDITIONS

## 1. GENERAL PROVISIONS

- 1.1. These vehicle rental and service provision terms and conditions (hereinafter referred to as the “**Terms**”) of Electric Beast OÜ, a company incorporated under the laws of Estonia, with registry code 14972623, registered at the address Pärnu maantee 148, 11317 Tallinn, Estonia (hereinafter referred to as the “**Beast**”), shall regulate the procedure for registration of the User (as defined below) of the Beast Mobile App (as defined below) and Website (as defined below), use of all-electric motor vehicles, vehicle operation conditions and liability and settlement procedure.
- 1.2. Before using the Services (as defined below) provided by the Beast, the User shall:
  - 1.2.1. carefully read and familiarise themselves with these Terms and agree to these Terms by clicking the button “Accept” upon registration in the Mobile App; accept them by ticking the box to “I have read and agree to the Website terms and conditions” on the Website; or use their digital signature ([DigiDoc](#) or [DocuSign](#)) to sign the Vehicle Rental And Service Provision Terms And Conditions. For the avoidance of doubt, upon registration in the Mobile App or starting to use the Services, the User confirms that all information provided to them is clear and understandable, and that they fully agree to these Terms. If a User does not agree to these Terms, the User may not use the Services; and
  - 1.2.2. provide such personal data, information and documents which may be requested by the Beast.
- 1.3. In case the User has any questions in relation to the these Terms or the use of the Services, the User can contact the Beast through the following contact details: e-mail [info@beast.rent](mailto:info@beast.rent) or phone number +372 5593 0444.
- 1.4. For the avoidance of doubt, these Terms constitute a legally binding agreement between the Beast and each of the Users, relating to the use of the Services by the Users. The User shall have a legal relationship solely with the Beast and the User is aware that the Beast is not in any way affiliated with Tesla, Inc. (formerly Tesla Motors).

## 2. INTERPRETATION AND DEFINITIONS

- 2.1. As used in these Terms, unless expressly otherwise stated or evident in the context, the following capitalised terms and expressions shall have the following meanings:
  - 2.1.1. “**Base Service Fee**” shall mean the Service Fee to be paid per each minute of the Vehicle Use Period. The Base Service Fee shall be paid pursuant to the pricelist(s) indicated in the Mobile App.
  - 2.1.2. “**Beast Bucks Terms**” shall mean the terms and conditions of the Beast Bucks issued by the Beast as available in the Mobile App or on the Website.
  - 2.1.3. “**Charging Cards**” shall mean the charging card(s) and charging chip(s) to be used to charge the Vehicle.
  - 2.1.4. “**Charging Device**” shall mean the charging cables or adapters to be used to charge the Vehicle.

- 2.1.5. "Insurance Regulations"** shall mean the insurance terms and conditions of the insurance company which has insured the Vehicle as available in the Mobile App or on the Website.
- 2.1.6. "Kilometre Fee"** shall mean the Service Fee to be paid per each kilometre exceeding the daily (24 hours) mileage limit shown in the Mobile App and/or Website. The Kilometre Fee shall be paid pursuant to the pricelist(s) indicated in the Mobile App and/or Website.
- 2.1.7. "Mobile App"** shall mean an application software intended for smart phones, tablets and other mobile devices through which the reservation, unlocking, locking and other actions in relation to the use and operation of the Vehicles are carried out.
- 2.1.8. "Drop-Off Area"** shall mean a parking lot from which the User collects the Vehicle and/or to which the Vehicle is returned. The list of allowed Drop-Off Areas shall be made available in the Mobile App and Website.
- 2.1.9. "Party"** shall mean each of the User and the Beast.
- 2.1.10. "Place of Operation"** shall mean the place where the Vehicle is used and operated.
- 2.1.11. "Privacy Policy"** shall mean the privacy policy of the Beast as available in the Mobile App or on the Website.
- 2.1.12. "Service Fee"** shall mean any fee to be paid for the Services, including the Base Service Fee, the Kilometre Fee (if applicable) and the fee for premature cancellation of the reservation of the Vehicle (if applicable). Any Service Fee shall be paid pursuant to the pricelist(s) indicated in the Mobile App.
- 2.1.13. "Services"** shall mean services provided by Beast to the Users, including the Vehicle rental services provided via the Mobile App and Website.
- 2.1.14. "Traffic Regulations"** shall mean all applicable laws regarding the usage and operation of vehicles in general, among others, all kinds of traffic regulations and traffic safety regulations.
- 2.1.15. "User"** shall mean anyone who uses the Mobile App and/or the Services provided by Beast.
- 2.1.16. "Additional User"** shall mean anyone who has been added by the "User" to also operate the Vehicle after verification and confirmation.
- 2.1.17. "Vehicle"** shall mean an all-electric motor vehicle provided by the Beast to the User for temporary possession and use under these Terms.
- 2.1.18. "Vehicle System"** shall mean an electronic system installed in the Vehicle (including Sentry Mode which the Beast can activate remotely) which records the location of the Vehicle and its surroundings, the distance covered by the Vehicle, the time of use of the Vehicle and other data related to the Vehicle and use thereof, and transmits the data to the Beast.
- 2.1.19. "Vehicle Use Period"** shall mean a period from the moment of unlocking/collecting the Vehicle from the Drop-Off Area to the moment of returning/locking the Vehicle to the Drop-Off Area by the User.

**2.1.20.** “**Website**” shall mean the Website of the Beast located at <https://beast.rent> and all subdomains of such Website.

**2.2.** In these Terms, “including” and “include” shall be deemed to be followed by “without limitation” where not so followed.

**2.3.** Any obligation of a User not to do something includes an obligation not to allow that thing to be done.

**2.4.** The headings of these Terms are for convenience of reference only and do not in any way limit or affect the meaning or interpretation of the provisions of the Terms.

### **3. REGISTRATION OF THE USER IN THE MOBILE APP**

**3.1.** The User shall be entitled to use the Services provided by the Beast only after registration in the Mobile App or Website, provision of all personal data, information and documents requested by the Beast, and accepting these Terms.

**3.2.** Upon registration in the Mobile App or Website, the User shall indicate their phone number which shall be deemed to be the User’s identification number, and which shall be used for later logins to the Mobile App.

**3.3.** The User wishing to use the Services must (i) be a natural person of legal age pursuant to the laws of the Place of Operation and (ii) have a valid driving licence in full force and effect issued by the relevant authority of a member state of the European Union, Iceland, Liechtenstein, Norway, the United Kingdom, the United States of America, the Swiss Confederation or Canada, enabling them to drive vehicles independently. In addition, the User must provide the Beast photos of their face and driving licence to enable the Beast to check the facial similarity of the User and verify the validity of their driving licence, which process may be done through a third-party service provider (such as [Veriff](#)) in accordance with the specific procedure established in the Mobile App. The use of the third-party service provider shall be subject to the terms of the Privacy Policy. The User may be required to accept the terms and conditions of the third-party service provider to use the Services of the Beast.

**3.4.** If the User fails to provide their personal data or provides false or inaccurate personal data, the registration of the User shall be deemed to be invalid. The User shall pay Beast a contractual penalty in the amount of **EUR 1,500** upon submission of incorrect or inaccurate personal data and shall indemnify the Beast against all damages incurred as a result of provision of false or inaccurate personal data.

**3.5.** After the Beast has completed relevant User identification and information verification checks, the Beast shall grant the User temporary right to use and operate the Vehicle, whereas the User shall use the Vehicle in accordance with these Terms and subject to payment of the applicable Service Fee.

**3.6.** Upon successful registration in the Mobile App, the User shall be provided with login access to the Mobile App which enable the User to use the Services available through the Mobile App. The login details to the Mobile App shall be personal to the User and cannot be disclosed by the User to anyone.

**3.7.** The User shall immediately notify the Beast in accordance with section 1.3 if their login details are lost or become available to third parties. Upon receiving such notice from the

User, the Beast shall block the User's access to the Mobile App. Any damages incurred by the User and/or the Beast prior to the User providing such notification to the Beast shall be borne by the User.

- 3.8. The User shall notify the Beast of any changes in their personal data (including name, surname, address, personal identification number, date of birth) and change of their driving licence before continuing the use of the Services following such change. Any damages incurred by the User and/or the Beast prior to the User providing such notification to the Beast shall be borne by the User.

#### 4. GENERAL TERMS OF VEHICLE OPERATION AND LIABILITY

- 4.1. The Beast shall take all necessary measures to ensure that the Vehicle is in good order and prepared for operation.
- 4.2. The Vehicle's defects which do not have an impact on traffic safety or do not have an impact on the Vehicle in the short run as well as defects which are not the consequence of improper maintenance of the Vehicle carried out by the Beast shall not be recognised as defects.
- 4.3. The User shall use the Vehicle as a careful and diligent owner and for its intended purpose in accordance with these Terms.
- 4.4. The User shall comply with the Vehicle operating requirements established by the manufacturer of the Vehicle as specified in the Vehicle usage manual which is kept in the Vehicle, sections 4 and 5 of these Terms, the Traffic Regulations of Place of Operation, the Insurance Regulations and other applicable laws of Place of Operation. The User shall also comply with other Vehicle operating requirements which are not mentioned herein but are considered as ordinary requirements for use of such property.
- 4.5. The User shall immediately notify the Beast in accordance with section 1.3 and, if necessary, the respective public authority (e.g. police, fire service) if the Vehicle is damaged, destroyed, breaks down, lost (including confiscated) or otherwise becomes unsuitable for use, or if there any other circumstances preventing the use of the Vehicle. A failure to notify the Beast and, if necessary, the public authority in accordance with the previous sentence shall result in a contractual penalty in the amount of **EUR 1,500**.
- 4.6. The User shall use the Vehicle personally unless an Additional User has been added, verified and confirmed to use the Vehicle. The User shall not sublease the Vehicle, transfer the Vehicle to another person or allow another person to use the Vehicle without a prior written or clearly confirmed consent of the Beast. For the avoidance of doubt, the User shall be liable for and shall indemnify the Beast for any damage caused by any unauthorised driver of the Vehicle during the Vehicle Use Period.
- 4.7. The User shall be fully responsible for the Vehicle for the entire Vehicle Use Period, irrespective of the Place of Operation. During the Vehicle Use Period, the responsibility of the operator of the Vehicle as a source of higher risk shall fall on the User.
- 4.8. The User shall not be held liable for (i) any defects of the Vehicle which arise in the course of use of the Vehicle and which are the consequence of earlier use of the Vehicle by someone other than the User (provided that the User has notified the Beast of the defect in accordance with section 5.4) or (ii) any defects which arise from normal wear and tear of the Vehicle, in both cases if the User immediately notifies the Beast of

such defects in accordance with section 1.3 and complies with the instructions given by the Beast.

- 4.9.** If during the User's Vehicle Use Period the Vehicle is damaged, destroyed or lost (including confiscated) for any reason or if any accessory of the Vehicle is damaged, destroyed or lost for any reason, the User shall be obligated to pay the Beast a contractual penalty in the amount of up to **EUR 600** if such damage is not compensated by the insurance company which has insured the Vehicle. Further, the User shall be obligated to indemnify the Beast against all damages exceeding the amount of the contractual penalty and all damages which are not compensated by the insurance company (**including the amount of the deductible at least in the amount of EUR 1,000**). The reasons due to which the insurance company has decided not to make the insurance pay-out (including due to being a deductible, non-insured event) shall not have any effect on the User's obligation to indemnify the Beast in accordance with the previous sentence. In the following cases, the insurance company shall have right of recourse against the User to recover the insurance pay-out from the User:
- 4.9.1.** damage to the Vehicle is caused when the Vehicle is operated by someone other than the User (except if the Beast has provided a prior written consent in accordance with section 4.6);
  - 4.9.2.** damage is caused to the Vehicle and the operator of the Vehicle leaves the scene of the traffic accident before arrival of the police or other competent authority in cases where the appearance of such authority in the scene of the traffic accident is required under the applicable laws of Estonia, Latvia or Finland;
  - 4.9.3.** the Vehicle is stolen or destroyed or the Vehicle was left with open windows, roof, skylight, unlocked doors;
  - 4.9.4.** damage to the Vehicle is caused when the Vehicle is operated by a person or a User who did not have a valid driving licence issued by a relevant authority as set out in section 3.3 or a User who did not provide their valid driving license to the Beast for verification;
  - 4.9.5.** damage to the Vehicle is caused due to failure to comply with the Traffic Regulations.
- 4.10.** If during the Vehicle Use Period the Vehicle becomes dirtier than it otherwise would in the course of ordinary operation (inside or outside), the User shall be obliged to pay the Beast a contractual penalty in the amount of **EUR 140** to cover the costs of a fully comprehensive cleaning service and the time that the Vehicle is unusable.
- 4.11.** The User shall bear full liability for violation of these Terms, the Traffic Regulations and other applicable laws as well as damage caused to third parties during the Vehicle Use Period. If the User operates the Vehicle in an improper manner, including any violation of Terms, the Traffic Regulations and other applicable laws, and as a result the Beast incurs costs or damages (including payment of taxes, fines payable to public authorities or third parties), the User shall be obligated to fully compensate such costs or damages. Subject to applicable laws, the User's personal data available to the Beast may be transmitted to public authorities and bailiffs for the purposes of payment and collection of taxes, fines and other similar payments.
- 4.12.** At the request of the Beast, the User shall pay to the Beast a contractual penalty in the amount of up to **EUR 2000** for the non-performance, breach or improper performance

of any of the obligations set forth in these Terms if no other remedy for the respective breach is set forth in these Terms.

- 4.13. If the Beast fails to ensure proper provision of the Services to the User (i.e. the Vehicle is not in the specified Drop-Off Area or the Vehicle is not in good order or cannot be operated), after the User has notified the Beast of such circumstances by phone in accordance with section 1.3, the Beast shall, at the User's choice, (i) pay the User's costs for one taxi ride agreed over the phone not exceeding the amount set forth in the Mobile App or (ii) deliver another Vehicle to the User not later than within three hours. For the avoidance of doubt, the Beast shall not be liable for any other costs or damages incurred by the User as a result of such circumstances.
- 4.14. The Beast shall not be liable for the damages incurred by the User because of their inability to use the Vehicle in the event of an accident or due to other reasons outside the control of the Beast.
- 4.15. To the maximum extent permissible under applicable laws, the Beast assumes no liability for any damages caused by third parties or by circumstances outside the control of the Beast (including any hacker attack, technical failures, defects, bugs or viruses affecting the Mobile App or the Website, the User's failure to follow these Terms and any action taken by public authorities).
- 4.16. The Beast shall be liable for and shall be obliged to compensate to the User only direct monetary damages (and for the avoidance of doubt, no indirect damages or loss of profits) and only on the condition that such damages are caused to the User by the Beast either intentionally or due to gross negligence. The liability of the Beast is reduced by the amount equal to the damages which the User could have avoided by taking reasonable efforts.
- 4.17. If the User cannot properly use the Services, the User shall notify the Beast in accordance with section 1.3. Attempts shall be made to settle a dispute by mutual agreement of the parties or under the procedure established under applicable laws. Any claims in relation to the Services shall be brought by the User not later than within three months from the date of use of the Services. The Beast shall respond to the User's claim as soon as possible but, in any case, not later than within 14 calendar days from the date of receipt of the claim. If the User deems that the Beast has not satisfied their claim or has satisfied it only partly, the User shall be entitled to approach their local consumer protection authority.

## 5. SPECIFIED TERMS OF VEHICLE OPERATION

- 5.1. Driving the Vehicle under the influence of alcohol, drugs or other psychotropic substances shall be prohibited. Further, the User shall be prohibited from driving the Vehicle if they are ill or tired or if their driving may pose a risk to traffic safety. The User shall be allowed to drive only such Vehicle which is in the category of vehicles they are authorised to drive under their driving licence.
- 5.2. When using the Vehicle, **the User must be completely sober (0.00 per mil) and not under the influence of any psychotropic substances.** In the event where the User breaches the any of the restrictions set out in sections 5.1 or 5.2 or grants access to another person to drive the Vehicle under the influence of alcohol, drugs or any psychotropic substances or otherwise in breach of sections 5.1 or 5.2, the User must pay to the Beast a contractual penalty in the amount of **EUR 2,500**. Further, the Beast

shall have the right to immediately suspend the provision of the Services to the User (including block the start of the Vehicle and take back the Vehicle) for an indefinite period.

- 5.3.** In order to keep the interior of the vehicle clean and to maintain the safety of the driver's immediate environment, passengers are not allowed to drink alcohol in the vehicle.
- 5.4.** Beast operates all-electric vehicles exclusively. The battery and range indicators of all-electric vehicles are indicative, real driving range depends on the level of preheating of the battery, weather conditions (temperature and headwinds), road conditions, road surface conditions and the User's driving style (speed and maneuvers).
- 5.5.** The Vehicle shall be operated only in the territories of Estonia, Latvia and Finland. In case of breach of the restriction set forth in this section 5.5, the User shall be fully liable for any damage caused to the Vehicle or damage caused to third parties, including for the costs of returning the Vehicle to Estonia. In the course of the provision of the Services, the Beast is using the Vehicle System to ensure that the Vehicle is operated in accordance with these Terms. The use of the Vehicle System shall be subject to the terms of the Privacy Policy.
- 5.6.** Prior to every use of the Vehicle, the User shall examine the Vehicle and ensure that the Vehicle has no clearly visible defects. If any defects are detected, the User shall be obliged to notify the Beast in accordance with section 1.3. The User also has the opportunity to take photos of visible damages or defects of the exterior and interior of the Vehicle before starting the rental via the Mobile Application. In case of failure to notify the Beast accordingly, the defects shall be deemed to have occurred during the User's Vehicle Use Period and the User shall be held responsible for them.
- 5.7.** At the end of the ride, the User shall return the Vehicle to an allowed Drop-Off Area.
- 5.8.** The User acknowledges that the unlocking and locking of the Vehicle may take time due to and depending on telecommunication service providers and the User shall pay for such time as part of the price of the Services.
- 5.9.** The User shall be obliged to return the Vehicle in condition in which it was prior to the collection of Vehicle considering normal wear and tear. For the purposes of determining the normal wear and tear of the Vehicle, the Parties shall follow the guidelines established by relevant industry organisations (including Estonian Leasing Association and Estonian Car Sales and Service Association (AMTEL)). Notwithstanding the above, normal wear and tear shall not include the following:
  - 5.9.1.** broken, deformed or otherwise mechanically or thermally damaged parts;
  - 5.9.2.** inoperable devices and mechanisms;
  - 5.9.3.** body dents, paint layer cracks and clear scratches (where the paint layer is damaged to the primer layer);
  - 5.9.4.** depreciation of the paint layer as a result of intense washing and/or cleaning of the Vehicle;
  - 5.9.5.** low quality repair and/or defects as a result of repair;

- 5.9.6. cracks of windows or the body;
- 5.9.7. scratches on windows or the body as a result of improper use and/or cleaning of the Vehicle;
- 5.9.8. damage to the interior, including burnt or stained seats, broken plastic parts of the front trunk or boot lid, broken window opening handles;
- 5.9.9. with respect to the Vehicles that are Tesla Performance models, tire wear of the Vehicle exceeding 1 millimetre per week; and
- 5.9.10. damaged geometry of the body.
- 5.10. In case the User causes any damage to a tire of the Vehicle, the User shall pay the Beast a contractual penalty in the amount of **EUR 90** per one damaged tire. Notwithstanding the foregoing, in case the damage caused to the tire is so severe that the restoration of the tire is not possible, the User shall compensate the Beast the entire cost of a new tire.
- 5.11. In case the User causes any damage to a rim of the Vehicle, the User shall pay the Beast a contractual penalty in the amount of **EUR 150** per one damaged rim with respect to Tesla Model 3 Standard Range Plus and in the amount of **EUR 300** per one damaged rim with respect to Tesla Model 3 Long Range or Performance, Tesla Model S and Tesla Model X.
- 5.12. If (i) the Vehicle breaks down, (ii) alert signals on the dashboard switch on, (iii) suspicious extraneous noises can be heard or (iv) any other circumstances arise that hinder the safe operation of the Vehicle, the User shall immediately stop using the Vehicle and notify the Beast in accordance with section 1.3 and act in accordance with the instructions of the Beast.
- 5.13. In the event of (i) theft or (ii) any damages to the Vehicle during a traffic accident or due to other circumstances, the User shall immediately notify the Beast in accordance with section 1.3 and, if applicable, respective public authority (e.g. police, fire service), including fill in a traffic accident declaration and carry out all other actions necessary to prevent or reduce further damages to the Vehicle and/or third parties or property. A failure to notify the Beast and, if necessary, the public authority in accordance with the previous sentence shall result in a contractual penalty in the amount of **EUR 1,500**.
- 5.14. The User shall ensure that the Vehicle is no longer used in case it breaks down or where further use of the Vehicle may increase damages to the Vehicle or endanger traffic safety.
- 5.15. The Beast shall be entitled to install alcolocks (i.e. breathalysers) preventing the Vehicle from being started in case the alcolocks identify any level of alcohol consumption. In case the alcolocks identify any level of alcohol consumption, the Service shall not be provided to the User. For the avoidance of doubt, the failure of alcolocks to identify alcohol consumption does not release the User from any liability.
- 5.16. The User shall not be entitled to use the Vehicle:
  - 5.16.1. to transport more people than permitted in the registration certificate or technical specification of the Vehicle;



- 5.16.2. to transport a load that is heavier than permitted in the registration certificate or technical specification of the Vehicle or for constant transport of increased load (i.e. heavy goods);
  - 5.16.3. to push or tow other vehicles (including trailers) or other objects;
  - 5.16.4. to drive in off-road conditions or on roads that are not designated for the Vehicle, including any roads with surfaces which may damage the tires, rims, suspensions or any other details of the Vehicle;
  - 5.16.5. to practice driving;
  - 5.16.6. to transport any dangerous goods;
  - 5.16.7. to transport animals other than in accordance with these Terms;
  - 5.16.8. to transport items that have not been properly attached and fixed;
  - 5.16.9. to participate in rallies, test drives and any other sport competitions;
  - 5.16.10. to drive on circuit tracks and on other tracks, roads or complexes meant for motor sports;
  - 5.16.11. for activities prohibited by the laws of the Place of Operation; or
  - 5.16.12. turn off the Vehicle's traction control and / or use the Vehicle for drifting.
- 5.17. In the case of violating any of the points and restrictions from 5.16.1. to 5.16.12., the User must pay a contractual penalty to Beast in the amount of **EUR 500**. Further, the User shall be obligated to indemnify the Beast against all damages exceeding the amount of the contractual penalty and all damages which are not compensated by the insurance company (**including the amount of the deductible at least in the amount of EUR 1,000**). The reasons due to which the insurance company has decided not to make the insurance pay-out (including due to being a deductible, non-insured event) shall not have any effect on the User's obligation to indemnify the Beast in accordance with the previous sentence.
- 5.18. The User shall ensure that nobody smokes in the Vehicle and that all animals are transported only in a specifically adapted transportation box which can be requested and thereupon found in the trunk of the Vehicle. If anybody smokes in the Vehicle or if animals are not transported in a designated transportation box, the User shall be obligated to pay the Beast a contractual penalty in the amount of **EUR 300**.
- 5.19. Taking the Vehicle to an automated car washing service, self-service car wash, car wash tunnels and any other car washing service where brushes and powerful water streams are being used that could possibly damage the exterior, protective adhesive or paint of the Vehicle, is prohibited. The breach of such restriction shall result in a contractual penalty in the amount of **EUR 400** to be paid by the User to the Beast.
- 5.20. The User shall ensure that the battery indicator of the Vehicle shall at all times exceed **40 kilometres**. If the Vehicle's indicator has dropped below the 40 kilometre range, the User is obliged to take the Vehicle to the nearest charging station and initiate charging. If the Vehicle is returned with a range of less than 40 kilometres and is not put to charge, a contractual penalty of **EUR 40** will be applied. If the Vehicle is returned and

put to charge with approximately 40 kilometres of range, no penalty will be imposed. In the event where the rental is ended and the Vehicle's battery indicator has less than **10 kilometres** of range, a contractual penalty in the amount of **EUR 300** shall be paid by the User to the Beast regardless of other circumstances.

- 5.21.** It is strictly forbidden to clean the screen of the centre console of the Vehicle with any other products (including chemical cleaning products, wet wipes or dry wipes) than with a special dry microfiber cloth stored in the glovebox of the Vehicle.
- 5.22.** The User shall ensure that when parking the Vehicle for any period of time, the lights and media system are turned off, the windows, roof and skylight are closed and the doors are locked.
- 5.23.** Any actions or attempts to read, copy, change or delete the data of the Vehicle System shall be strictly prohibited, it is also prohibited to disable the traction control of the Vehicle or change any of the settings for drifting. In case of violation of such restrictions, the User must pay a contractual penalty to Beast in the amount of **EUR 500**.
- 5.24.** At the end of each ride, the User shall park the Vehicle in an allowed Drop-Off Area. The User shall ensure that the Vehicle is not parked in parking spaces reserved for third parties. Further, the Vehicle shall not be left in places where parking is prohibited by road signs or road marking. The User shall be responsible for any violation of the Traffic Regulations and other applicable laws regarding parking of the Vehicle.
- 5.25.** If during the Vehicle Use Period, the User parks the Vehicle in paid car parks, they shall duly pay for such parking themselves or indemnify the Beast against all such costs, as applicable. Upon the User's failure to duly pay such parking fee, the User shall be obligated to pay the Beast a contractual penalty in the amount of **EUR 15** for each day of delay on payment of the parking fee. The payment of such contractual penalty to the Beast shall not release the User from the obligation to pay the parking fee.
- 5.26. Specified reservation procedure of the Vehicle:**
  - 5.26.1.** Before starting a ride, the Vehicle must be reserved. The reservation of the Vehicle shall be carried out via the Mobile App. The time of reservation shall be indicated in the Mobile App at the moment of reservation of the Vehicle.
  - 5.26.2.** The Beast shall be entitled to charge a fee for premature cancellation of the reservation in the amount set forth in the pricelist(s) in the Mobile App.
  - 5.26.3.** To carry out the reservation of the Vehicle, the following actions must be carried out: (i) logging in the Mobile App, (ii) choosing the desired Vehicle and (iii) confirming the reservation of the Vehicle.
  - 5.26.4.** Confirmation of the reservation shall be generated in the screen of the User's Mobile App.
  - 5.26.5.** The User may use the Vehicle for the maximum time period indicated in respect of the Vehicle at moment receiving confirmation of the reservation. If the User exceeds the maximum time period, the reservation of the Vehicle shall be automatically cancelled, and the User shall be obligated to immediately return the Vehicle to a Drop-Off Area.
- 5.27. Specified usage procedure of the Vehicle:**

- 5.27.1.** In order to collect the Vehicle, the User shall unlock the doors of the Vehicle by way of sliding the button “Unlock” in the Mobile App.
- 5.27.2.** In order to start driving the Vehicle, the User shall slide the button “Start Drive”, then press on the brake pedal and put the Vehicle into gear.
- 5.27.3.** In case of a temporary stop, the Vehicle shall be locked and again unlocked via the Mobile App.
- 5.27.4.** The battery of the Vehicle can be charged free of charge by using the Charging Cards together with the Charging Devices stored in the Vehicle. Using the Charging Cards to charge any other vehicles shall be strictly prohibited and shall result in a contractual penalty payable by the User to the Beast in the amount of **EUR 200**. In the event any Charging Card is lost or stolen, the User shall be obliged to pay the Beast a contractual penalty in the amount of **EUR 50**.
- 5.27.5.** After the User is finished using the Vehicle, the User must return the Vehicle to a Drop-Off Area.
- 5.27.6.** The Beast shall be entitled to replace the Vehicle used by the User with another Vehicle of the corresponding category and parameters at any time during the Vehicle Use Period in order to perform periodic maintenance and repair works, fix defects and carry out any other actions in relation to the Vehicle, by giving the User at least 3 days prior notice by phone, email, text message or message within the Mobile App. The User must allow the Beast to replace the Vehicle, including return the keys and other items taken from the Vehicle and take all personal items from the Vehicle, at the time and place specified by the Beast. Upon failure to allow replacement of the Vehicle, the User shall be liable to compensate all losses incurred by the Beast.
- 5.27.7.** When the Vehicle is returned to the Drop-Off Area, the User shall not to leave any personal belongings in the Vehicle and shall check that all documents, fittings and accessories of the Vehicle (including the key fob or card of the Vehicle, Charging Cards, Charging Devices, parking clock, fire extinguisher, Tesla medibag containing first aid kit, safety vest and warning triangle, microfiber cloth for cleaning the centre console, bottle of disinfectant, wet wipes for hands, cleaning wipes for the Vehicle, umbrella, phone chargers and, if applicable, child booster seats and pet transportation boxes) are left in their original location. In the event any document, fitting or accessory of the Vehicle is lost or stolen, the User shall be obliged to pay the Beast a contractual penalty in the amount of **up to EUR 600**.
- 5.27.8.** The Vehicle must be returned and parked to a place in which it could be publicly accessed at any time. The Vehicle cannot be left at places with barriers (except for specific Drop-Off Areas in airports as marked in the Mobile App), underground parking lots, private parking lots (e.g. parking lots of EuroPark, Citypark, Ühisteenus) and other private areas.
- 5.28.** In order to return the Vehicle, the User shall lock the doors of the Vehicle by way of sliding the button “Lock” in the Mobile App and following the following instructions displayed in the Mobile App which, among others, may require the User to take photos of the Vehicle. When returning the Vehicle, the User shall ensure that the lights and media system are turned off, the windows, roof and skylight are closed and the doors are locked.

- 5.29.** If the Vehicle was booked through the [beast.rent](https://beast.rent) Website and the initially set return time is postponed due to the User's delay or lateness, a contractual penalty in the amount of **EUR 25** will be applied for each delayed 30 (thirty) minutes. When using the Beast mobile application, the Service Fee accumulates until the services used in the Mobile App have been successfully completed and the Vehicle has been returned to the permitted Drop-Off Area.

## **6. PAYMENT TERMS AND CONDITIONS**

- 6.1.** The User shall pay the Beast the Base Service Fee for every minute of the Vehicle Use Period pursuant to the pricelist(s) in Mobile App valid at the beginning of the Vehicle Use Period. Users booking Vehicles through the Website will pay the fixed amount for the chosen rental period based on the pricelist(s) on the Website.
- 6.2.** The Vehicle Use Period shall be recorded in the Vehicle System from the moment of reserving the Vehicle until the moment of returning the Vehicle to a Drop-Off Area and locking the Vehicle.
- 6.3.** The User shall pay the Beast the Kilometre Fee for every kilometre exceeding the daily (24 hours) limit specified in the Mobile App and/or the Website, pursuant to the pricelist(s) in the Mobile App and Website valid at the beginning of the Vehicle Use Period.
- 6.4.** The User can obtain Beast Bucks and pay for the Services by Beast Bucks in accordance with the Beast Bucks Terms.
- 6.5.** The User shall link their payment card with their account in the Mobile App. The User may link more than one payment card with their account in the Mobile App. The payment card must allow automatic debiting from the User's bank account connected to the card. The Service Fee shall be automatically debited from the payment card either at the start of the Vehicle Use Period or following the end of the Vehicle Use Period. If payment is declined, the Beast shall notify the User by phone, email, text messages or messages within the Mobile App requesting immediate payment and/or return of the Vehicle. If the User does not make the payment or return the Vehicle within 24 hours of receiving such notice, the Beast shall have the right to report the Vehicle stolen.
- 6.6.** When the User links a payment card with their account in the Mobile App, the Beast shall verify the the payment card before authorizing the rental, by reserving **EUR 50** or **EUR 100** according to the User's age. The deposit is returned to the User's bank account after the rental has been ended and payment for the rental successfully processed. The time that takes to return the reserved amount to the User's bank account depends on the processes of the issuer of the payment card.
- 6.7.** The Beast may use a third-party service provider (such as [Stripe](https://stripe.com)) for its payment processing. The use of the third-party service provider shall be subject to the terms of the Privacy Policy. The User may be required to accept the terms and conditions of the third-party service provider to use the Services of the Beast.
- 6.8.** The User shall be entitled to receive VAT invoices by adding the relevant details to their account in the Mobile App (the details should be added in relation to each payment card for which the User wishes to receive VAT invoices). The VAT invoices shall be sent to the User's email after each ride. The user of the Services on the VAT invoices shall be the User.

- 6.9.** If the Beast is not able to debit the full amount of the Service Fee from the User's payment card, the User shall not be allowed to reserve a new Vehicle until the amount or any contractual penalties have been paid in full.
- 6.10.** If the User does not receive an invoice by email, the User shall be entitled to request the invoice from the Beast in accordance with section 1.3. All of the User's invoices for past rides shall also be available on the User's account in the Mobile App.
- 6.11.** If the User fails to settle any outstanding amounts with the Beast in a timely manner, the Beast shall have the right to submit an application for an expedited request of payment, authorise a debt collection agency to collect the debt or assign its claim against the User to a debt collection agency.
- 6.12.** In case the User breaches any of its obligations or restrictions set forth in these Terms for which a contractual penalty, default interest, indemnification of damages or any other compensation (hereinafter jointly referred to as the "penalty") has been stipulated, the Beast shall have the right to automatically debit such penalty from any of the User's payment cards linked with their account in the Mobile App. If payment is declined, the User shall pay the penalty to the Beast within 10 calendar days from the relevant request made by the Beast.
- 6.13.** The Beast shall have the right to require the User to pay default interest in the amount of 0.05% for each day of delay on any late payments.
- 6.14.** Any contractual penalties set forth in these Terms or in the Mobile App shall be considered as minimum indisputable damages of the Beast. Payment of contractual penalty shall not release the User from the obligation to compensate all other damages of the Beast that exceed the amount of the contractual penalty. In addition, payment of contractual penalty shall not release the User from fulfilment of their obligations set forth in these Terms.
- 6.15.** If the User reaches the time limit for using the Services as specified the Mobile App, the Beast shall be entitled to request the User to pay for the Services in full by the expiry of the time limit. If the User fails to pay the full amount for the Services by the expiry of the time limit, they shall return the Vehicle to a Drop-Off Area, lock the Vehicle and finish the ride not later than within one hour from receiving the request from the Beast to pay for the Services in full. If the Users fails to pay for the Services in full or return the Vehicle to a Drop-Off Area, the Beast shall be entitled to block the User's access to the Mobile App, block the use of the Vehicle (lock the Vehicle) until the User pays for the Services in full and report the Vehicle stolen.
- 6.16.** The User shall pay the Base Service Fee until they reach the daily/weekly/monthly limit (as applicable) set forth in the pricelist(s) in the Mobile App. If the User continues to use the same Vehicle on the following day/week/month (as applicable), the User shall start to pay the Base Service Fee again until they reach the daily/weekly/monthly limit (as applicable).
- 6.17.** The Beast shall be entitled to suspend the provision of the Services to the User, cancel the User's rides (or reservations) and block the User's access to the Mobile App if the User fails to comply with these Terms. If the User fails to comply with these Terms, the Beast shall be entitled to provide the User additional time to eliminate the violation of the Terms (whereas the Beast shall have sole discretion to decide if and to what extent additional time shall be provided to the User). Upon suspension of the provision of the

Services to the User, cancellation of the User's rides (or reservations) and blocking of the User's access to the Mobile App, the User shall immediately return the Vehicle to a nearest Drop-Off Area, lock the Vehicle and duly finish the ride. If the User fails to return the Vehicle to a nearest Drop-Off Area, the Beast shall be entitled to block the User's access to the Mobile App and/or block the use of the Vehicle (lock the Vehicle) and/or send an employee of the Beast to collect the Vehicle.

## **7. MISCELLANEOUS**

- 7.1.** These Terms shall come into force in respect of the User from the moment the User has accepted them by clicking the button "Accept" upon registration in the Mobile App; accepted them by ticking the box to "I have read and agree to the Website terms and conditions" on the Website; or used their digital signature ([DigiDoc](#) or [DocuSign](#)) to sign the Vehicle Rental And Service Provision Terms And Conditions.
- 7.2.** The Beast may unilaterally amend these Terms and the pricelist(s) available in Mobile App by giving a respective notice to the User by email or in the Mobile App.
- 7.3.** If following the amendment of these Terms or the pricelist(s) and notification of the User thereof the User continues to use the Vehicles, they shall be deemed to have accepted the amended Terms or pricelist(s) indicated in the Mobile App. If the User does not accept the amendments, they shall immediately return the Vehicle to the Drop-Off Area and properly finish the ride with the Vehicle.
- 7.4.** A failure of the Beast to exercise or enforce any right or provision of these Terms shall not constitute a waiver of that right or provision.
- 7.5.** If any part of these Terms is held to be invalid or unenforceable, such determination shall not invalidate any other provision of these Terms.
- 7.6.** The Beast may assign these Terms (either collectively or each right and/or obligation separately, as decided by Beast) to its parent company, affiliate or subsidiary without the consent of the User. The User may not assign any rights or obligations they have under these Terms without the prior written approval of the Beast.
- 7.7.** By agreeing to these Terms, the User acknowledges that Electric Beast OÜ is represented by the law firm Advokaadibüroo COBALT OÜ (hereinafter "Cobalt Legal") in all disputes and legal matters.
- 7.8.** These Terms shall be constructed in accordance with and governed by the law of Estonia. Any dispute, controversy or claim arising out of or in connection with these Terms, or the breach, termination or invalidity hereof, which the Parties have failed to solve by negotiations shall be settled in Harju County Court as the court of first instance.

## PRIVACY POLICY

Our Users privacy is important to us. It is Electric Beast OÜ's policy to respect your as the User's privacy regarding any information we may collect from you across our website, <https://beast.rent>, our mobile application Beast Rent (available for iOS and Android devices) and other sites we own and operate.

### 1. INFORMATION WE COLLECT

#### Log data

When you visit our website or mobile app, our servers may automatically log the standard data provided by your web browser or device. It may include your device's Internet Protocol (IP) address, your browser type and version, the pages you visit, the time and date of your visit, the time spent on each page, and other details.

#### Device data

We may also collect data about the device you're using to access our website or mobile app. This data may include the device type, operating system, unique device identifiers, device settings, and geo-location data. What we collect can depend on the individual settings of your device and software. We recommend checking the policies of your device manufacturer or software provider to learn what information they make available to us.

#### Personal information

We may ask for personal information, such as your:

- Name
- Email
- Social media profiles
- Date of birth
- Phone/mobile number
- Home/Mailing address
- Payment information

We use [Stripe's](#) secure payment processing platform to provide a seamless and smooth payment experience. Please read [Stripe's Privacy Center](#) to learn more about how privacy is handled at Stripe.

We also use [Veriff's](#) services to verify your ID and/or driver's license. Veriff provides personal identity verification services to Clients (i.e. Electric Beast OÜ). This means they verify Users and for that you (i.e. the User), have consented to data Processing according to our privacy policy and to data Processing by Veriff in accordance with [Veriff's Privacy Policy](#). Veriff may collect and Process, among other, the following Personal Data:



- (1) personal information of User, such as name, sex, personal identification code, BSN number, date of birth, legal capacity, nationality and citizenship, as well as the historic data of that User that may have been stored with us during previous interactions within the retention periods;
- (2) document details, such as the name of the document, issuing country, number, expiry date, information embedded to document barcodes (may vary depending on the document) and security features;
- (3) facial recognition data, such as photos, videos and sound recording, photographs taken from you and your document and video and sound recording of the verification process;
- (4) contact details, such as address, e-mail address, telephone numbers, IP address;
- (5) technical data (Device Signature), including but not limited to information about the date, time and your activity in the Services, your IP address and domain name, your software and hardware attributes as well as your general geographic location (e.g. city, country);
- (6) biometrical data, such as facial identifiers;
- (7) publicly available relevant data, e.g. information about being politically exposed person (PEP) and checks in public sanction lists.

## **2. LEGAL BASES FOR PROCESSING**

We will process your personal information lawfully, fairly and in a transparent manner. We collect and process information about you only where we have legal bases for doing so.

These legal bases depend on the services you use and how you use them, meaning we collect and use your information only where:

- it's necessary for the performance of a contract to which you are a party or to take steps at your request before entering into such a contract (for example, when we provide a service you request from us);
- it satisfies a legitimate interest (which is not overridden by your data protection interests), such as for research and development, to market and promote our services, and to protect our legal rights and interests;
- you give us consent to do so for a specific purpose (for example, you might consent to us sending you our newsletter); or
- we need to process your data to comply with a legal obligation.

Where you consent to our use of information about you for a specific purpose, you have the right to change your mind at any time (but this will not affect any processing that has already taken place).

We don't keep personal information for longer than is necessary. While we retain this information, we will protect it within commercially acceptable means to prevent loss and theft, as well as unauthorized access, disclosure, copying, use or modification. That said, we advise that no method of electronic transmission or storage is 100% secure and cannot guarantee absolute data security. If necessary, we may retain your personal information for our compliance with a legal obligation or in order to protect your vital interests or the vital interests of another natural person.

### **3. COLLECTION AND USE OF INFORMATION**

We may collect, hold, use and disclose information for the following purposes and personal information will not be further processed in a manner that is incompatible with these purposes:

- to ensure that the rented Vehicle is operated in accordance with our [Vehicle Rental and Service Provision Terms and Conditions](#) by using the Vehicle System and separately installed GPS for tracking and gathering relevant information about location, mileage, speed, road conditions etc;
- to enable you to customize or personalize your experience of our website or mobile application;
- to enable you to access and use our website, mobile application, associated applications and associated social media platforms;
- to contact and communicate with you;
- for internal record keeping and administrative purposes;
- for analytics, market research and business development, including to operate and improve our website, mobile application, associated applications and associated social media platforms;
- to run competitions and/or offer additional benefits to you;
- for advertising and marketing, including to send you promotional information about our products and services and information about third parties that we consider may be of interest to you;
- to comply with our legal obligations and resolve any disputes that we may have; and
- to consider your employment application.

### **4. DISCLOSURE OF PERSONAL INFORMATION TO THIRD PARTIES**

We may disclose personal information to:

- third party service providers for the purpose of enabling them to provide their services, including (without limitation) IT service providers, data storage, hosting and server providers, ad networks, analytics, error loggers, debt collectors, maintenance or problem-solving providers, marketing or advertising providers, professional advisors and payment systems operators;
- our employees, contractors and/or related entities;
- sponsors or promoters of any competition we run;
- credit reporting agencies, courts, tribunals and regulatory authorities, in the event you fail to pay for goods or services we have provided to you;
- courts, tribunals, regulatory authorities and law enforcement officers, as required by law, in connection with any actual or prospective legal proceedings, or in order to establish, exercise or defend our legal rights;

- third parties, including agents or sub-contractors, who assist us in providing information, products, services or direct marketing to you; and
- third parties to collect and process data.

## 5. INTERNATIONAL TRANSFERS OF PERSONAL INFORMATION

The personal information we collect is stored and processed in Estonia, Germany, France, Belgium, Czech Republic, Denmark, Sweden, Finland, Latvia, Lithuania, Poland, Austria, Croatia, Cyprus, Greece, Hungary, Ireland, Italy, Luxembourg, Malta, Netherlands, Portugal, Romania, Slovakia, Slovenia, Spain and United States, or where we or our partners, affiliates and third-party providers maintain facilities. By providing us with your personal information, you consent to the disclosure to these overseas third parties.

We will ensure that any transfer of personal information from countries in the European Economic Area (EEA) to countries outside the EEA will be protected by appropriate safeguards, for example by using standard data protection clauses approved by the European Commission, or the use of binding corporate rules or other legally accepted means.

Where we transfer personal information from a non-EEA country to another country, you acknowledge that third parties in other jurisdictions may not be subject to similar data protection laws to the ones in our jurisdiction. There are risks if any such third party engages in any act or practice that would contravene the data privacy laws in our jurisdiction and this might mean that you will not be able to seek redress under our jurisdiction's privacy laws.

## 6. YOUR RIGHTS AND CONTROLLING YOUR PERSONAL INFORMATION

**Choice and consent:** By providing personal information to us, you consent to us collecting, holding, using and disclosing your personal information in accordance with this privacy policy. If you are under 16 years of age, you must have, and warrant to the extent permitted by law to us, that you have your parent or legal guardian's permission to access and use the website and/or mobile application and they (your parents or guardian) have consented to you providing us with your personal information. You do not have to provide personal information to us, however, if you do not, it may affect your use of this website and/or mobile application or the products and/or services offered on or through it.

**Information from third parties:** If we receive personal information about you from a third party, we will protect it as set out in this privacy policy. If you are a third party providing personal information about somebody else, you represent and warrant that you have such person's consent to provide the personal information to us.

**Restrict:** You may choose to restrict the collection or use of your personal information. If you have previously agreed to us using your personal information for direct marketing purposes, you may change your mind at any time by contacting us using the details below. If you ask us to restrict or limit how we process your personal information, we will let you know how the restriction affects your use of our website, mobile application or products and services.

**Access and data portability:** You may request details of the personal information that we hold about you. You may request a copy of the personal information we hold about you. Where possible, we will provide this information in CSV format or other easily readable machine format. You may request that we erase the personal information we hold about you at any time. You may also request that we transfer this personal information to another third party.

**Correction:** If you believe that any information we hold about you is inaccurate, out of date, incomplete, irrelevant or misleading, please contact us using the details below. We will take reasonable steps to correct any information found to be inaccurate, incomplete, misleading or out of date.

**Notification of data breaches:** We will comply laws applicable to us in respect of any data breach.

**Complaints:** If you believe that we have breached a relevant data protection law and wish to make a complaint, please contact us using the details below and provide us with full details of the alleged breach. We will promptly investigate your complaint and respond to you, in writing, setting out the outcome of our investigation and the steps we will take to deal with your complaint. You also have the right to contact a regulatory body or data protection authority in relation to your complaint.

**Unsubscribe:** To unsubscribe from our e-mail database or opt-out of communications (including marketing communications), please contact us using the details below or opt-out using the opt-out facilities provided in the communication.

## **7. COOKIES**

We use “cookies” to collect information about you and your activity across our site. A cookie is a small piece of data that our website stores on your computer or mobile device, and accesses each time you visit, so we can understand how you use our site. This helps us serve you content based on preferences you have specified. Please refer to our [Cookie Policy](#) for more information.

## **8. BUSINESS TRANSFERS**

If we or our assets are acquired, or in the unlikely event that we go out of business or enter bankruptcy, we would include data among the assets transferred to any parties who acquire us. You acknowledge that such transfers may occur, and that any parties who acquire us may continue to use your personal information according to this policy.

## **9. LIMITS OF OUR POLICY**

Our website and mobile application may link to external sites that are not operated by us. Please be aware that we have no control over the content and policies of those sites, and cannot accept responsibility or liability for their respective privacy practices.

## **10. CHANGES TO THIS POLICY**

At our discretion, we may change our privacy policy to reflect current acceptable practices. We will take reasonable steps to let users know about changes via our website and mobile application. Your continued use of this site after any changes to this policy will be regarded as acceptance of our practices around privacy and personal information.

If we make a significant change to this privacy policy, for example changing a lawful basis on which we process your personal information, we will ask you to re-consent to the amended privacy policy.

**Please send any GDPR related inquiries to [beast@electricbeast.co](mailto:beast@electricbeast.co)**

This policy is effective as of June 1, 2020.