

# PARTNER'S VEHICLE LISTING AND OPERATION

## TERMS AND CONDITIONS

### 1 GENERAL PROVISIONS

- 1.1 These Vehicle listing and operation terms and conditions (hereinafter referred to as the "**Partner Terms**") of Electric Beast Global OÜ, a company incorporated under the laws of Estonia, with registry code 16266059, registered at the address Vana-Lõuna 39/1-5, 10134 Tallinn, Estonia (hereinafter referred to as "**Beast**"), shall regulate the procedure for registration of the Partner (as defined below) of Beast Mobile Application (as defined below) and Website (as defined below), Vehicle (as defined below) listing and operation terms and conditions, liability and settlement procedure.
- 1.2 Before listing the Vehicle (as defined below) and operation of the Vehicle by Beast, the Partner shall:
- 1.2.1 carefully read and familiarise themselves with these Partner Terms and agree to these Partner Terms by (i) clicking the button "Accept" upon registration in the Mobile Application or the Website; or (ii) use their digital signature (DigiDoc or DocuSign) to sign the Partner's Vehicle Listing and Operation Terms and Conditions. For the avoidance of doubt, upon registration in the Mobile Application and starting to list the Vehicle, the Partner confirms that all information provided to them is clear and understandable, and that they fully agree to these Partner Terms. If a Partner does not agree to these Partner Terms, the Partner may not list the Vehicle; and
- 1.2.2 provide such data, information and documents which may be requested by Beast.
- 1.3 In case the Partner has any questions in relation to these Partner Terms or the Vehicle listing or operation, the Partner can contact Beast through the following contact details: e-mail [info@beast.rent](mailto:info@beast.rent) or phone number **+372 639 4000**.
- 1.4 For the avoidance of doubt, these Partner Terms constitute a legally binding agreement between Beast and each of the Partners, relating to the Vehicle listing and operation of the Vehicle by Beast. The Partner acknowledges that Beast is not affiliated with Tesla, Inc. (formerly Tesla Motors) in any way.

### 2 INTERPRETATION AND DEFINITIONS

- 2.1 As used in these Partner Terms, unless expressly otherwise stated or evident in the context, the following capitalised terms and expressions shall have the following meanings:
- 2.1.1 "**Insurance Regulations**" shall mean the insurance terms and conditions of the insurance company which has insured the Vehicle as available in the Mobile Application or on the Website.
- 2.1.2 "**Mobile Application**" 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.
- 2.1.3 "**Drop-Off Area**" shall mean a parking lot from which the Driver 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 Application and Website.

- 2.1.4 **“Operation”** shall mean operating of the Partner’s Vehicle(s) by Beast or Driver.
- 2.1.5 **“Partner”** shall mean the owner of the Vehicle that is provided by Beast to the Driver for temporary possession and use (i.e., Vehicle rental) under Driver Terms.
- 2.1.6 **“Party”** shall mean each of the Partner and Beast.
- 2.1.7 **“Place of Operation”** shall mean the place where the Vehicle is used and operated.
- 2.1.8 **“Privacy Policy”** shall mean the privacy policy of Beast as available in the Mobile Application or on the Website.
- 2.1.9 **“Service Fee”** shall mean any fee to be paid by the Driver to Beast for the Services, including the Base Service Fee, the Kilometre Fee (if applicable), excluding cancellation fees and contractual penalties. Any Service Fee shall be paid pursuant to the pricelist(s) indicated in the Mobile Application and/or Website.
- 2.1.10 **“Services”** shall mean services provided by Beast to Drivers, including the Vehicle rental services provided via the Mobile Application and Website.
- 2.1.11 **“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.
- 2.1.12 **“Driver”** shall mean anyone who uses the Services provided by Beast.
- 2.1.13 **“Driver Terms”** shall mean Vehicle rental and service provision terms and conditions – i.e. agreement between Beast and each of the Drivers.
- 2.1.14 **“Vehicle”** shall mean an all-electric motor vehicle provided by Beast to the Driver for temporary possession and use (i.e. Vehicle rental) under Driver Terms.
- 2.1.15 **“Vehicle System”** shall mean an electronic system installed in the Vehicle (including Sentry Mode which 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 Beast, where applicable.
- 2.1.16 **“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 Driver.
- 2.1.17 **“Website”** shall mean the Website of Beast located at <https://beast.rent> and all subdomains of such Website.
- 2.2** In these Partner Terms, “including” and “include” shall be deemed to be followed by “without limitation” where not so followed.
- 2.3** Any obligation of a Partner not to do something includes an obligation not to allow that thing to be done.
- 2.4** The headings of these Partner 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 Partner Terms.

### **3 REGISTRATION OF THE PARTNER**

- 3.1** The Partner shall be entitled to list the Vehicle(s) only after registration in the Mobile Application or Website, provision of all data, information and documents requested by Beast, and accepting these Partner Terms.
- 3.2** Upon registration in the Mobile Application or Website, the Partner shall indicate their phone number which shall be deemed to be the Partner's identification number, and which shall be used for later logins to the Mobile Application.
- 3.3** Upon registration in the Mobile Application or Website, the Partner shall provide Beast photos of their Vehicle.
- 3.4** If the Partner fails to provide required data or provides false or inaccurate data, the registration of the Partner shall be deemed to be invalid. The Partner shall pay Beast a contractual penalty in the amount of **EUR 1,500** upon submission of incorrect or inaccurate data and shall indemnify Beast against all damages incurred as a result of provision of false or inaccurate data.
- 3.5** After Beast has completed relevant Partner identification and information verification and eligibility checks (please see Vehicle Requirements for further details [here](#)), the Partner shall be able to list the Vehicle as available for the provision of the Services through the Mobile Application. The login details to the Mobile Application shall be personal to the Partner and cannot be disclosed by the Partner to anyone.
- 3.6** Upon successful registration of the Partner and if the Vehicle is listed and the Services provided to the Driver with the Vehicle, the Partner shall be subject to receive payments from a third-party payment processing service provider (such as Stripe) or from Beast directly. More details on the payment terms and condition can be found from section 6 of these Partner Terms.
- 3.7** The Partner shall immediately notify Beast in accordance with section 1.3 if their login details are lost or have become available to third parties. Upon receiving such notice from the Partner, Beast shall suspend or block the Partner's access to the Mobile Application. Any damages incurred by the Partner and/or Beast prior to the Partner providing such notification to Beast shall be borne by the Partner.
- 3.8** The Partner shall not register or have more than one account in the Mobile Application to ensure clear and verifiable identity and compliance with the Partner Terms.
- 3.9** The Partner shall notify Beast of any changes in their data (including name, surname or business name, address, personal identification number or registry code, date of birth, etc.) before continuing the listing of the Vehicle(s) following such change. Any damages incurred by the Partner and/or Beast prior to the Partner providing such notification to Beast shall be borne by the Partner.

### **4 GENERAL TERMS OF VEHICLE OPERATION, MAINTENANCE AND LIABILITY**

- 4.1** The Partner shall take all necessary measures to ensure that the Vehicle is in good order and prepared for Operation. Beast may, but does not commit to, undertake efforts to ensure the safety of vehicles shared through the Services. Beast does not make any representations or warrants about, confirm, or endorse the safety, roadworthiness, or legal status of any vehicles beyond our policies that require Partners to ensure their vehicles are in safe and operable condition, legally registered to be driven on public roads, not subject to any applicable safety recalls, and otherwise satisfy our eligibility requirements (please see Vehicle Maintenance Best Practices for further details [here](#)).

- 4.2** Beast shall arrange use of the Vehicle as by careful and diligent owner and for its intended purpose in accordance with these Partner Terms.
- 4.3** The Parties 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 4.10 of these Partner Terms, the Traffic Regulations of Place of Operation, the Insurance Regulations and other applicable laws of Place of Operation. Beast shall also comply with other Vehicle operating requirements which are not mentioned herein but are considered as ordinary requirements for use of such property.
- 4.4** The Partner shall not remotely engage in vehicle related actions through their Tesla account/Tesla mobile app during the Vehicle Use Period and also outside the Vehicle Use Period during the time period when the Vehicle is listed on the platform as available. The breach of this obligation shall result in contractual penalty in the amount of **EUR 300** which shall be paid by the Partner to Beast.
- 4.5** The Driver 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 Driver. Outside the Vehicle Use Period and when the Vehicle is listed on the platform as available until the Partner itself begins to use the Vehicle (which ownership belongs to Partner), Beast is responsible for the Vehicle. The aforementioned extent of liability in this section may not apply in full extent if the Partner is deemed to be the actual operator (e.g. through its actions using Tesla account/Tesla mobile app, i.e. remotely).
- 4.6** To the maximum extent permissible under applicable laws, Beast assumes no liability for any damages caused by third parties or by circumstances outside the control of Beast (including any hacker attack, technical failures, defects, bugs or viruses affecting the Mobile Application or the Website, the Partner's or Driver's failure to follow these Partner Terms or Driver terms and any action taken by public authorities).
- 4.7** Beast shall be liable for and shall be obliged to compensate to the Partner 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 Partner by Beast either intentionally or due to gross negligence. The liability of Beast is reduced by the amount equal to the damages which the Partner could have avoided by taking reasonable efforts.
- 4.8** If the Partner cannot properly list the Vehicle or has complaints regarding these Partner Terms, the Partner shall notify 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 Partner Terms shall be brought by the Partner not later than within three months from the date the issue occurred. Beast shall respond to the Partner's claim as soon as possible but, in any case, not later than within 30 calendar days from the date of receipt of the claim.
- 4.9** During the provision of the Services, Beast uses the Vehicle System to ensure that the Vehicle is operated in accordance with the Driver Terms. The use of the Vehicle System shall be subject to the terms of the Privacy Policy.
- 4.10** The Vehicle shall be operated only in the territories of all European Union member states, all countries in the European Free Trade Association (EFTA), and all other countries in the European Economic Area (EEA). In case of breach of the restriction set forth in this section 4.9, 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 initial Drop-Off Area.

## **5 INSURANCE**

- 5.1** The Partner shall have a mandatory traffic insurance policy covering the use of the Vehicle pursuant to the laws of the Place of Operation which must be maintained valid throughout the whole period the Vehicle is listed as available for the Services on the Mobile Application or Website. The breach of this obligation shall result in termination of Partner Terms and all other contractual relationships between the Parties relating to the Vehicle and a banning access to the Mobile Application and Website. In addition, the breach of this obligation shall result in contractual penalty in the amount of **EUR 500** which shall be paid by the Partner to Beast. Further, the Partner shall be obligated to indemnify 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 1000). The reasons due to which an 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 Partner's obligation to indemnify Beast in accordance with this provision.
- 5.2** Beast is not an insurance company and does not insure the Partner, its business activities, or its Vehicle. However, Beast uses a third party service provider which shall provide comprehensive insurance and roadside assistance through protection plans that are available on the Mobile Application and Website. The comprehensive insurance and roadside assistance will be activated every time automatically when the Vehicle is booked on the Mobile Application or Website as available for the Services. The exact details of the insurance will be determined by a separate written agreement(s) between the insurer and Beast (Insurance Regulations).

## **6 PAYMENT TERMS AND CONDITIONS**

- 6.1** Beast shall monthly pay the Partner a certain percentage of the Service Fee (i.e. payments received by Beast from the Driver for the Vehicle Use Period, not including cancellation fees and contractual penalties). The exact amount is determined by the deal package that is separately agreed between Beast and the Partner.
- 6.2** Beast shall pay the Partner 70% (seventy percent) of the total amount of all contractual penalties and cancellation fees connected to the corresponding Vehicle and the Services provided with it. These contractual penalty and cancellation fee related payments will be made by Beast within ten (10) working days of Beast receiving the payments from the Driver. Any costs related to performing proceedings concerning the debts (e.g. debt collector, bailiff proceedings) will be deducted from the total amount of issued contractual penalties and cancellation fees by Beast.
- 6.3** Beast uses third-party service provider Stripe's secure payment processing platform to provide payments to the Partner. The exact payment amounts will be determined by a separate written agreement between Beast and the Partner. The use of the third-party service provider shall be subject to the terms of the Privacy Policy. The Partner may be required to accept the terms and conditions of the third-party service provider to use the Services of Beast (e.g., Stripe).
- 6.4** All fees can be determined by Beast and can be subject to change, at the sole discretion of Beast.
- 6.5** The Partner shall be entitled to receive VAT invoices by adding the relevant details to their account in the Mobile Application (the details should be added in relation to each payment account for which the Partner wishes to receive VAT invoices). The VAT invoices shall be sent to the Partner's e-mail monthly, unless made available in the Mobile Application or unless otherwise mutually agreed by the Parties.

- 6.6** If the Partner does not receive an invoice by e-mail, the Partner shall be entitled to request the invoice from Beast in accordance with section 1.3. All the Partner's invoices shall also be available on the Partner's account in the Mobile Application.
- 6.7** Beast shall have the right to require the Partner to pay default interest in the amount of 0.05% for each day of delay on any late payments.
- 6.8** Any contractual penalties set forth in these Partner Terms or in the Mobile Application shall be considered as minimum indisputable damages of Beast. Payment of contractual penalty shall not release the Partner from the obligation to compensate all other damages of Beast that exceed the amount of the contractual penalty. In addition, payment of contractual penalty shall not release the Partner from fulfillment of their obligations set forth in these Partner Terms.

## **7 COSTS**

- 7.1** During the Vehicle Use Period and within a short time after the Vehicle Use Period (in order to restore the condition that the Vehicle was before the Vehicle Use Period) Beast shall cover the following costs related to the Vehicle:
- 7.1.1 cleaning;
  - 7.1.2 charging and charging equipment;
  - 7.1.3 handling/relocation;
  - 7.1.4 comprehensive insurance;
  - 7.1.5 replacement vehicle for the Driver for the Vehicle Use Period (if something would happen to the Partner's Vehicle during the Vehicle Use Period and it requires repair work(s) which costs would be covered by the comprehensive insurance, also repair-related proceedings that occur with the aforementioned repairs);
  - 7.1.6 software;
  - 7.1.7 accounting;
  - 7.1.8 additional utilizable supplies (hand disinfectants, salon cleaning wipes, parking clock, etc.) to provide a high-quality service to the Driver.
- 7.2** Beast may cover the initial cost of printing and adding stickers to Partner's vehicle. The exact cost reimbursement amounts will be determined by a separate written agreement between Beast and the Partner.
- 7.3** Beast may offer assistance with custom wrapping of the Partner's vehicle. The exact cost reimbursement amounts will be determined by a separate written agreement between Beast and the Partner.
- 7.4** The Partner shall cover all other costs.

## **8 MISCELLANEOUS**

- 8.1** These Partner Terms shall come into force in respect of the Partner from the moment the Partner has accepted them by clicking the button "Accept" upon registration in the Mobile Application or the Website; or used their digital signature (DigiDoc or DocuSign) to sign the Partner's Vehicle Listing and Operation Terms and Conditions.

- 8.2** Beast may unilaterally amend these Partner Terms and the payment amounts by giving a respective notice to the Partner by e-mail or in the Mobile Application.
- 8.3** If following the amendment of these Partner Terms or the payment amounts and notification of the Partner thereof the Partner continues to list the Vehicle(s), they shall be deemed to have accepted the amended Terms or payment amounts indicated in the Mobile Application and/or Website. If the Partner does not accept the amendments, they shall notify Beast and communicate whether and on what conditions to proceed with the listing.
- 8.4** A failure of Beast to exercise or enforce any right or provision of these Partner Terms shall not constitute a waiver of that right or provision.
- 8.5** Beast uses reasonable efforts to ensure that information on the Mobile Application and the Website is complete, accurate and current. Despite best efforts of Beast, this may not always be the case.
- 8.6** If any part of these Partner Terms is held to be invalid, unlawful or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Partner Terms, such provision shall not affect the validity and enforceability of any other remaining provisions.
- 8.7** Beast may assign these Partner 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 Partner. The Partner may not assign any rights or obligations they have under these Partner Terms without the prior written approval of Beast, except for to a debt collection agency for debt recovery.
- 8.8** Beast shall be entitled to cancel the Partner's listing(s) and suspend or block the Partner's access to the Mobile Application and Website if the Partner fails to comply with these Partner Terms. If the Partner fails to comply with these Partner Terms, Beast shall be entitled to provide the Partner additional time to eliminate the violation of the Terms (whereas Beast shall have sole discretion to decide if and to what extent additional time shall be provided to the Partner).
- 8.9** These Partner Terms shall be constructed in accordance with and governed by the law of the Vehicle's most current registration country, which shall be any country within the European Union, the European Free Trade Association (EFTA), or the European Economic Area (EEA). Any dispute, controversy or claim arising out of or in connection with these Partner Terms, or the breach, termination, or invalidity hereof, which the Parties have failed to solve by negotiations shall be settled in the respective Court of the country.
- 8.10** The laws of the Place of Operation, such as the laws and regulations in force at the Place of Operation (local legislation), may apply to the performance of the Partner's obligations, and the Partner undertakes to comply with local legislation.