

MYBEE WEBSERVICES TERMS OF USE

I. GENERAL PROVISIONS

- 1.1. These Terms of Use (the Terms) MyBee Estonia OÜ, legal entity code 16462004, address of the registered office: Narva mnt 31, 10120 Tallinn - 1, Republic of Estonia (the **Company**) govern (i) registration, onboarding, access and use of the Website, (ii) choosing and subscribing to Services (as defined below) and (iii) formation of agreements on Services, as well as (iv) any other relationships in connection with order and use of the Website, Services and its functionalities.
- 1.2. These Terms shall not govern delivery, use and administration of Services as well as all related relationships, which shall be governed by the Agreement (as defined below).
- 1.3. Before creating an Account as well as before subscribing for Services, User must carefully read the subscription and other terms of Services, these Terms, the Agreement, as well as other information presented on the Website. When an Account is created and User is registered, it shall be regarded that User is familiar with applicable terms and conditions and has duly accepted them. Furthermore, by accessing and using the WebServices, User each time accepts application of these Terms.
- 1.4. In case of controversies or discrepancies, interpretation and application of these Terms shall follow this order of precedence:
 - 1.4.1. Subscription / booking terms of Services;
 - 1.4.2. the Agreement;
 - 1.4.3. information presented in the Account, on the Website;
 - 1.4.4. these Terms.
- 1.5. The Company and its service providers collect and store the personal data, which is necessary to provide the WebServices, and the Services as well as to process related transactions. The Company complies with the legal requirements during collection and further processing of such personal data. Privacy policy, applicable to the WebServices, Website and the Services is available here: <https://mybee.ee/en/privaatsuspoliitika/> (the **Privacy Policy**).

II. DEFINITIONS

- 2.1. **Account** shall mean User's digital account on the Website for access and use of the WebServices, information and content.
- 2.2. **Agreement** means the Motor Vehicle Subscription Agreement, which consists of the Special and General Conditions, the General Conditions being available here <https://mybee.ee/en/terms-of-use/>, formed in accordance with procedure laid down in the Chapter III.
- 2.3. **Durable Medium** shall mean e-mail notification with enclosure or any other the instrument, which enables User to store information addressed personally to them in a way accessible for future reference for a period of time adequate for the purposes of the information delivered and which allows the unchanged reproduction of the information stored.
- 2.4. **Log-in Data** shall mean data used to access a particular Account.
- 2.5. **Payment Card** shall mean a valid payment card(s) issued to User or another person, linked to the Account, that User has the right to lawfully use for linking to the Account and making payments for Services.
- 2.6. **Privacy Policy** shall mean the Company's privacy policy, as indicated in Paragraph 1.5.
- 2.7. **Services** shall mean vehicle subscription services (granting the right to the User to hold and use the Vehicle in a temporary manner as well as related services in exchange for a fee), which may be selected and ordered via the Website, delivery and administration of Services shall be governed by the Agreement.

- 2.8. **User** shall mean a customer (natural person) of the Company, or business customer, who accepts these Terms, creates an Account and becomes eligible to use the WebServices. For the purposes of these Terms, User is qualified as the user of the WebServices even before the formation of the Agreement and before they order Services as per the Agreement.
- 2.9. **WebServices** shall mean functionalities, settings, features and other services provided via the Website before, during and after formation of the Agreement or during delivery of Services.
- 2.10. **Website** shall mean the website accessible at <https://mybee.ee/>.
- 2.11. All other terms used in these Terms shall have meanings indicated in the sources specified in Paragraph 1.4.

III. CREATION OF ACCOUNT AND CONCLUSION OF AGREEMENT

- 3.1. The right to create an Account, access to and to use the WebServices is vested in persons who are no younger than 18 years and who have performed the actions indicated in these Terms and meet requirements set in these Terms.
- 3.2. When creating an Account (during registration), a person must:
 - 3.2.1. carefully read these Terms, the Privacy Policy as well as information presented on the Website;
 - 3.2.2. confirm their acceptance of the Terms, Privacy Policy and other documents and information, as applicable;
 - 3.2.3. provide their first name, surname, mobile phone number, e-mail address, and perform the required authentication actions (e.g., enter a code sent to the User by an SMS, etc.);
 - 3.2.4. in case of business customer, provide name of the company, registration code, address, name, surname, email address, mobile phone number of the authorized person;
 - 3.2.5. present other data, information and/or documents that the Company may reasonably request at the time of registration;
 - 3.2.6. create a password, which will be used to access the Account;
 - 3.2.7. confirm validity / authenticity of email address and / or mobile phone number.
- 3.3. For subscribing to the Services, User shall:
 - 3.3.1. link their Account to the Payment Card;
 - 3.3.2. present a valid document, confirming User's right to drive vehicles (i.e., a driving license), and perform all the other required actions on the Website, such as (i) uploading a real-time photo of the driving license issued to the User, (ii) uploading a real-time photo of their face (selfie), as indicated on the Website; (iii) performing other actions indicated on the Website.
- 3.4. The Company, with the help of its service provider(s), shall, during the Account creation process, check similarity (conformity) of User's face to the photos in the uploaded documents and the validity of the document confirming User's right to drive vehicles. After the Account is created, subsequent verifications of the validity of User's document confirming his/her right to drive vehicles may be performed on a periodic basis.
- 3.5. In case of individual Users, an Account shall be deemed created in the name of the person and the Agreement shall be deemed entered into with the person, whose driving license is uploaded to the Account under the procedure set in Paragraph 3.3.2. Such a person shall be deemed to be a User. In case of business Users, an Account shall be deemed created in the name of the business User and the Agreement shall be deemed entered into with the business User, after all the steps specified in Paragraph 3.15 below are duly completed.
- 3.6. If, during the Account creation process, a person fails to present all the documents or fails to perform all the registration actions or other actions indicated in the Website, set forth in Paragraphs 3.2 and 3.3, the Company shall have the right to remind said person about it and for these purposes to process data provided by said person and collected about them accordingly, as indicated in the Privacy Policy.
- 3.7. In those cases, where (i) the Company does not have technical possibilities to verify authenticity, validity of

the driving license or other documents or other data presented by a person in the Account creation process, or (ii) the Company has reasonable doubts about the correctness of data presented by a person, or (iii) in other cases provided for in these Terms, the Company has the right not to confirm the Account as created or not to allow a person to create an Account and/or not to allow use of the WebServices or some of them.

- 3.8. It shall be regarded that both where User creates an Account and each time when they subscribe to Services, User confirms that:
- 3.8.1. they are of age, making them eligible to create the Account and use the WebServices, as indicated in the Terms;
 - 3.8.2. there are no other reasons, for which they cannot start using WebServices or Services under applicable legal acts, and no such reason will appear all the time they use Services;
 - 3.8.3. they have the right to use the Payment Card to pay for Services;
 - 3.8.4. are familiar with the prices applicable for Services, other terms and conditions of provision of Services;
 - 3.8.5. consent to collection and processing of personal data, necessary for conclusion and performance of the Agreement and for other purposes, as indicated in the Privacy Policy.
- 3.9. During creation of an Account, User shall present correct, accurate, true, and full information about themselves, including the full physical address. It shall be prohibited to create an Account and to perform registration for use of the WebServices by use of other persons' data, wrong, falsified or illegally collected data. User assumes all risks and liability in connection with incorrect, inaccurate or false data.
- 3.10. User must diligently, carefully and responsibly keep their Log-in Data, data used for the creation of the Account, device, driving license and other ID documents, and not provide third persons with an opportunity or possibility to access them, or use them for creation of an Account or use of Services. User shall be liable for security, secrecy and confidentiality of their Log-in Data and Account.
- 3.11. User shall have no right:
- 3.11.1. to transfer, sell or lease their Account, or otherwise give the right to use their Account to any other person;
 - 3.11.2. to make it possible for another person to upload their driving license to the Account or link a driving license issued to another person;
 - 3.11.3. to create fake, illegal, fraudulent Accounts and create an Account in the name of another person;
 - 3.11.4. to add a Payment Card issued to another person without such person's consent and not having the right to use such Payment Card for linking to Account and payment for Services;
- 3.12. User must immediately, after they learn of such a fact, alert the Company if:
- 3.12.1. Login credentials or other data used for the creation of the Account (e.g., driver's license, email address, mobile phone number) or a device with the Login credentials are lost, misplaced, become accessible to another person, or are used without the User's knowledge, or the User loses control over them or the Account;
 - 3.12.2. there has been a change in User's data, the driving license has expired or User was issued a new driving license, their driving license was replaced, etc.;
 - 3.12.3. circumstances indicated in Paragraph 3.11 occur;
 - 3.12.4. other circumstances occur, posing danger to the integrity, confidentiality, accuracy of the Account and/or data therein.
- 3.13. Having received User's notification about the circumstances indicated in Paragraph 3.12, the Company may block the Account. Nonetheless, the Company, having itself determined the circumstances indicated in Paragraph 3.11, shall also have the right, at its own discretion, to temporarily block the Account. In addition, the Company may also block the Account in other cases, specified in these Terms as well as in the Agreement.

- 3.14. Having received User's notification indicated in Paragraph 3.12, the Company shall seek to prevent further illegal use of User's Account and Log-in Data, however, it does not assume responsibility for the success of such operation and, therefore, the Company is not and shall not be held liable for any damages, losses or inconveniences suffered by User or third parties by reason of disclosure, theft or illegal use of the Account or Log-in Data, except if they are suffered through the fault of the Company. The User is responsible for all actions taken using their Account or Login Credentials, including actions of third parties, and assumes all consequences, risks, and liability arising therefrom, except when the improper use of the Account is due to the Company's fault.
- 3.15. The Agreement between User and the Company is concluded through the WebServices as follows:
- 3.15.1. User selects a vehicle, duration, additional services and other terms of Services as well as chooses all other parameters, required for subscribing to Services. Before approving his/her selection, User may review and correct the details of the request.
 - 3.15.2. After the User completes the steps specified in clause 13.15.1 of the Terms, a draft of the Special Terms of the Agreement is automatically generated on the website
 - 3.15.3. After the User receives and reviews the generated draft of the Special Terms of the Agreement and presses the "Rent a car" button or a similar button, an automatically generated code is sent to the User via SMS, which the User must enter on the Website or The User must complete the steps to sign the Agreement on the Dokobit portal (<https://www.dokobit.com/>). It is considered that the Agreement between the User and the Company is concluded after the User enters the code or completes the steps on the Dokobit portal. A separate signature of the Company's authorized representative on the same document is not required for the Agreement to enter into force.
 - 3.15.4. After the conclusion of the Agreement, the Company sends the User a separate notification by e-mail with a link to the Special Terms of the Agreement, which contains a link to the text of the current version of the General Terms of the Agreement (PDF/A or an equivalent readable document form), generated on the basis of the Agreement according to the above steps.
 - 3.15.5. By creating an Account and concluding an Agreement User agrees and confirms that they are satisfied with method of selection and subscription of Services, sequence of Agreement formation, exchange and delivery of Agreement documents (Special and General Conditions), which shall be deemed duly delivered to User in due time, in proper legal written form and manner, and in a proper Durable Medium.
 - 3.15.6. If a User is a business customer (legal entity), User shall first sign a separate agreement with the Company in line with the requirements of the Agreement, after signing whereof the User (business customer) shall become eligible for formation of the Agreement through the WebServices as per procedure specified in these Terms.
 - 3.15.7. In case of a business User, the Company may agree on a different Agreement formation procedure, manner and format, which does not require all or some of the steps, indicated in these Terms.
 - 3.15.8. If the Company cannot arrange a Service, the Company will accordingly inform the User by email or by notification on the Website.
- 3.16. The subscription conditions vary, depending on Services, subscription class and other parameters. Please always consult and check applicable subscription conditions on the Website.
- 3.17. If User is a business customer (legal entity), a designated employee of User shall register and open an Account on behalf of User after receiving confirmation from the Company that Services may be subscribed to and the Agreement can be concluded as specified in the Agreement. All references to User herein shall be qualified as encompassing references to the duly authorised and designated employee of User, unless specified otherwise.

IV. USE OF THE WEBSERVICES

- 4.1. The Company hereby grants to User a personal, limited, non-exclusive, non-transferable, revocable right,

which cannot be sub-licensed, to access to and use the WebServices in User's devices, use the information accessible via the WebServices, intended for use only by User.

- 4.2. When using the WebServices, User shall not have the right to:
 - 4.2.1. license, sub-license, copy, modify, distribute, create, sell, resell, transfer or lease the WebServices or any part of it;
 - 4.2.2. apply reverse engineering or otherwise attempt to extract source code of the WebServices, save for cases permitted by law;
 - 4.2.3. run or make it possible to run any programs or codes, allowing cutting, indexing, analysing or engaging in data mining or data scraping from the WebServices.
- 4.3. When using WebServices, User:
 - 4.3.1. shall be responsible for having the connection or network access necessary for use of the WebServices; User shall bear all the fees charged by the communications service provider, including fees for data transmission by use of the WebServices;
 - 4.3.2. must use the original operating system provided and supported by the manufacturer and its standard tools provided along with the device.
- 4.4. The Company has the right, but not the duty, to inform Users of an updated version of the WebServices, of the update accessibility and provide information about the consequences of not installing the update.
- 4.5. WebServices are provided "as is", "as available". WebServices may operate with restrictions, delays and/or other problems inherent in use of the internet and electronic communications, and there is no guarantee that it will always be available and free of glitches. In case of software failures, interruptions in its operation, the Company shall seek to resolve them as soon as possible, however the operation of the WebServices can be restricted by accidental technical errors and the Company cannot guarantee that the WebServices will always function properly and as expected by User. To the extent permitted by applicable legal acts, the Company does not guarantee that:
 - 4.5.1. the WebServices will operate without interruptions or errors;
 - 4.5.2. there will be no delay or other non-conformity between information, data displayed in the WebServices and real information and data.
- 4.6. The Company shall have the right:
 - 4.6.1. to change, suspend or terminate operation of certain functions in the WebServices, or change the layout of the elements in the WebServices;
 - 4.6.2. to improve the WebServices, its information system and eliminate any defects observed even if it can cause and/or causes short-term disruption of provision of the WebServices to Users. In case of particular circumstances and important reasons, the Company, seeking to avoid possible damages for Users and/or itself, has the right to eliminate defects in the WebServices, the information system at any time of day and night.
- 4.7. User shall make sure that rational and reasonable security measures (including anti-virus programs and firewalls) are applied when using hardware, software or other tools for registration, creation of the Account and/or log-in into the WebServices. User shall be responsible for all the consequences arising out of or resulting from insufficient security or protection of its systems or devices.

V. LIABILITY

- 5.1. User assumes full liability in connection with:
 - 5.1.1. actions, omissions or any other activities performed on an Account;
 - 5.1.2. incorrect, inaccurate or false data provided during creation of an Account and formation of the Agreement.

- 5.2. The Company is responsible for fulfilment of the duties provided for in these Terms and shall compensate User for damages arisen by reason of improper performance of the duties of the Company only if such damages were caused through the fault of the Company. The liability for such damages is limited to those damages, which are deemed typical for this type of contract, reasonable and foreseeable.
- 5.3. The Company shall not be liable for:
 - 5.3.1. accuracy, reliability, and completeness of the content and programs provided by the WebServices free of charge as well as damages, which may arise from them;
 - 5.3.2. actions, omissions or activities of User or third parties.
- 5.4. Without prejudice to the above provisions, to the extent such limitation of liability is allowed by applicable law, the Company shall not be held liable for:
 - 5.4.1. damage User inflicted to third parties or their assets by making use of the WebServices;
 - 5.4.2. damage to User's assets, health or life, suffered by the User when using the WebServices;
 - 5.4.3. loss of profit, income, business, opportunity to enter into agreements or contracts, damage to or loss of the opportunity to make use of software, data or information, loss of or damage to reputation.
- 5.5. To the maximum extent permitted by applicable law, the Company shall not be liable for any losses arising from or in connection with:
 - 5.5.1. any malfunctions in the operation, interoperability, or compatibility of the User's device operating system, or any security breaches of such device;
 - 5.5.2. the User's failure to install the relevant browser version update or patch, the availability of which has been communicated by the Company;
 - 5.5.3. transactions or actions performed as a result of the User's failure to comply with the instructions for using the Website services provided by the Company;
 - 5.5.4. the User's inability to access the Website services, or any disruption thereof, caused by viruses, cyberattacks, electronic communications network failures or disruptions, or any other third-party influence (e.g., software, operating systems, telecommunications operators).
- 5.6. No provisions of these Terms restrict the right of the Company to levy debt enforcement on third parties (according to tort or quasi-tort liability), who by their actions or omissions caused damage to the Company, however, such a right of the Company does not anyhow limit the above-mentioned liability of User.

VI. SUSPENSION. TERMINATION

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

VII. FINAL PROVISIONS

- 7.1. The Company shall have the right to amend these Terms unilaterally. Amendments to the Terms shall come into effect after they are published on the Website

- 7.2. For the purposes of these Terms, with the exception of Paragraph 7.1, it shall be regarded that User is properly informed in writing on the next day after: (i) User is sent an e-mail notification at the e-mail address indicated in their Account; or (ii) the WebServices notification is given in their Account.
- 7.3. For the purposes of these Terms, it shall be regarded that User has properly informed the Company in writing on the next day after they: (i) send an e-mail notification from the e-mail address indicated in their Account to the Company's e-mail address info@mybee.ee or (ii) makes a request at the e-mail address info@mybee.ee signed with a qualified e-signature (e.g. by use of Smart-ID or mobile signature). In cases when, in accordance with the Terms, User must immediately inform the Company, such a duty of User shall be deemed properly fulfilled only if the Company is informed by means of direct and instant communication, i.e., by a phone call.
- 7.4. The Company shall have the right to unilaterally transfer all or some of the rights and obligations arising out of these Terms and/or the Agreement to a third party, (i) having informed User or all Users about it in writing in advance (by sending a general notification by e-mail or by means of an WebServices notification in the Account), and (ii) having ensured that the scope of rights of User does not decrease by reason of such a transfer.
- 7.5. All the rights, which are not expressly given to User under the Terms, shall be retained by the Company. The WebServices, all data collected by use of the WebServices (including all related intellectual property rights) are and shall remain the property of the Company, companies related to the Company or its licensors.
- 7.6. User shall not have the right and shall not allow any third parties to:
- 7.6.1. to use, demonstrate, manage, copy, register, or claim ownership rights to the names, marks, domains, or works of the Company or MyBee, or any names, titles, signs, marks, or works confusingly or substantially similar to them (individually or together with other elements) for any purposes, except for using the Website services and/or the Services;
 - 7.6.2. to use the names, trademarks, or copyrighted works of the Company or MyBee as a social media profile picture or wallpaper, or to purchase keywords containing or utilizing them (including, but not limited to, "Google AdWords");
- 7.7. User who is a consumer has the right to apply to the State Consumer Protection and Technical Regulatory Authority (e-mail address: info@ttja.ee). In addition, User who is a consumer can use the European online dispute resolution (ODR) platform (for more information, see <https://ec.europa.eu/consumers/odr>). This provision in no way limits the right of User to address a competent court for defense of his/her rights.
- 7.8. Any and all disputes and disagreements between the parties shall be settled in a competent court of the Republic of Estonia. These Terms shall be interpreted and applied in accordance with law of the Republic of Estonia.
- 7.9. On any and all issues arising in connection with these Terms, User may address the Company by phone +372 6601900 , e-mail: info@mybee.ee.
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