

**PLEASE NOTE: These Terms & Conditions only apply to the territory of Kazakhstan. Therefore, they will not be legally binding in any other state. Unless you're in Kazakhstan, please check the Terms & Conditions applying to the country of your location.**

## **PUBLIC OFFER (STANDARD TERMS AND CONDITIONS)**

on concluding the Agreement on providing the right to use the Whoosh Micromobility Platform (Terms of Service)

Place of the conclusion of the contract: Almaty, Kazakhstan  
(as amended on May 05, 2022)

This document is a public offer (hereinafter also referred to as the "T&C" or "Terms & Conditions") of KZ Limited Liability Partnership (also Whoosh)"WHOOSH" represented by its General Director Dmitry Chuiko, acting on the basis of the Charter, hereinafter referred to as the "Copyright Holder", addressed to an individual with legal capacity (an RF citizen, foreign citizen, or stateless person), hereinafter referred to as the "User", and when the Copyright Holder and the User are referred to jointly, the "Parties", and separately as a "Party", on the conclusion of an Agreement on granting the right to use the Whoosh Micromobility Platform (hereinafter also - " Agreement ") on the conditions set forth in this T&C.

### **1. Basic Terms and Definitions Used in the Agreement**

**1.1. Formal Acceptance** is the full and unconditional acceptance by the User of the proposal (offer) to conclude an Agreement with the Copyright Holder on the conditions set forth in this document, the legal consequence of which is the conclusion of such an Agreement between the Parties. Formal Acceptance is expressed by the User in the ways specified in this T&C.

**1.2. Lease (or Rental)** is the right to own and use the IMD [Individual Mobility Device – defined below] in accordance with the Agreement provided by the Copyright Holder to the User in accordance with its intended purpose, from the moment the Lease/Rental starts until the Lease/Rental ends, according to the rules determined by the Agreement. For the purposes of the Agreement, the terms "Lease" and "Rental" are used equivalently.

**1.3. Direct Debit** is a debiting of funds from a bank card specified by the User in pursuance of the terms and conditions of the Agreement. The withdrawal of funds is made without obtaining additional consent from the User, according to the rules and in the manner prescribed provided by the current legislation and this Agreement.

**1.4. Booking** is a function of the Mobile Application that ensures that the IMD selected by the User is registered to this User for the duration of the Booking.

**1.5. Group Trip** is a function of the Mobile Application that allows one User to take several IMD for Rent at once.

**1.6. Geographical zone** - a zone that includes a separate city (a separate administrative-territorial unit) of the Whoosh service, within which the Subscription purchased by the User is valid. The boundaries of each Geographical Zone are determined by the boundaries of the corresponding city (administrative-territorial unit), with the exception of the following territories, each of which individually constitutes a single Geographical Zone:

- Moscow and Moscow region;
- St. Petersburg and Leningrad region;
- Sochi and Sirius;
- Kazan and Innopolis.

**1.7. Agreement** is the agreement between the Copyright Holder and the User that is concluded on the terms and conditions set forth in this T&C by way of the User's Acceptance of the T&C. By its legal nature, the Agreement is mixed and includes elements of a sublicensed agreement (an agreement on granting the right to use the Mobile Application), as well as a short-term rental agreement for the IMD.

**1.8. Limited-Speed Zone** is the territory indicated in the Mobile application, within which the maximum speed of the IMD will be functionally limited to the value specified in the Mobile application using the software and hardware of the Copyright Holder. When entering the specified zone by crossing its border, the IMD will smoothly and automatically switch the speed mode to a slower one (corresponding to the speed limit), and when crossing the border when leaving the zone, it will return to the normal speed mode.

**1.9. Ride Zone** is the territory indicated on the map in the Mobile Application where the User can use the IMD under the Agreement. The use of the IMD by the User outside the Ride Zone is not provided for and is a breach of the Agreement.

**1.10. Customer Support** (also known as that "User Support Service") is the support service of the Copyright Holder that provides informational assistance to the User who reaches out by telephone or chat in a Mobile Application.

**1.11. Sublicense** is the non-exclusive right to use the Mobile Application provided by the Copyright Holder to the User in accordance with the Agreement on the conditions set forth in this T&C.

**1.12. Whoosh\* Mobile Application** (also referred to as the "**Mobile Application**") means mobile Android and iOS applications that allow Users to use the Whoosh Micromobility Platform user functionality, including IMDsearch, starting and ending a IMDtrip, as well as other functions provided by the Mobile Application. This term includes both the current version of the Mobile Application and all its subsequent updates and new versions.

*\*computer program "Whoosh User Application", certificate of state registration of the computer program No. 2021616094, date of state registration - 04/16/2021*

**1.13. Parking Place** is a place (zone) marked on the map in the Mobile Application, where the functionality of the Mobile Application allows the User to complete the IMDRental. This may be an area not equipped with a IMDlocking structure ("**Virtual Parking**") or an area with an appropriate structure installed (in particular, a bicycle parking). The use of elements not intended for this purpose (for example, poles, fences, railings) for fastening the IMDis not allowed. When placing the IMDin the Parking lot, the User is obliged to comply with the rules for correct parking specified in clause 4.4.15.1 of this T&C(including placing the IMDat the Parking point marked on the map in the Mobile Application with the sign "P").

**1.14. Traffic Rules** the Decree of the Government of the Republic of Kazakhstan dated November 13, 2014 No. 1196 (with all subsequent changes and additions) Rules of the road. In this T&C, a link to Traffic Rules means a link to the current version of the traffic rules (or, in the case when a different edition of the traffic rules is to be applied in accordance with current legislation, a link to the corresponding edition of traffic rules that is to be applied).

**1.15. Personal Data** is any information related to the User, including the user's last name, first name, and patronymic, the year, month, date and place of birth, the address, passport data, as well as data of another document proving the identity of the person with the personal data, and the contact numbers, email and other information recognized as personal data in accordance with the current legislation of the Kazakhstan that may also become known to the Copyright Holder when concluding, executing and/or terminating the Agreement.

**1.16. The Whoosh Micromobility Platform** is the unified hardware and software complex developed by the Copyright Holder, which includes a number of interconnected objects (the software and technical solutions of the Copyright Holder), including the Whoosh Mobile Application and the IMD.

**1.17. Subscription** (also "Whoosh Pass" or "Whoosh Pass Subscription") is a functionality of the Mobile Application that is activated at the discretion of the User, and upon activation of which the payment conditions and the amount of the sublicense fee for the right to use the Mobile Application are changed in accordance with the conditions specified in the description of the Subscription, and upon activation, the other terms and conditions for the use of the Mobile Application specified in the Subscription description available in the Mobile Application are also changed.

**1.18. User** is an individual [physical person] with legal capacity (a citizen of the The Republic of Kazakhstan, foreign citizen, stateless person) who has reached the age of 18 and is not under

guardianship or trusteeship, who accepts (formally accepts) this T&C, as a result of the formal acceptance of this T&C, is a Party to the Agreement.

**1.19. Trial period** - a period during which the Licensor allows the User to use the Subscription without charging a fee for such Subscription. Information about the duration of the Trial period is provided in the Subscription description available in the Mobile App.

**1.20. The Copyright Holder's website** is the website hosted on the Internet at: <https://whoosh-bike.ru/>

**1.21. Insurance** is an additional service that can be used at the discretion of the User using the Mobile Application, within the framework of which the Copyright Holder provides the User with the opportunity to purchase insurance from the insurance company that is the partner of the Copyright Holder for the duration of the IMD Rental.

**1.22. Individual Mobility Device (also "IMD")** a term that includes the concepts of an Electric scooter (clause 1.24 of this T&C) and / or an Electric bicycle (clause 1.25 of this T&C).

**1.23. Tariffs** are the conditions that establish the amount of remuneration of the Copyright Holder under the Agreement, including the sublicense fee for granting the User the right to use the Mobile Application, as well as the payment for renting the IMD. The tariffs are available in the Mobile Application.

**1.24. Electric Scooter** is a sharable WHOOSH Electric Scooter that is equipped with an Internet of Things [IoT] controller (which is a proprietary solution of the Copyright Holder), provided to the User as an integral part of the Whoosh Micromobility Platform for temporary possession and use in accordance with the Agreement.

**1.25. Electric Bike** is a WHOOSH Electric Bike, equipped with an IoT-controller (which is a proprietary solution of the Copyright Holder), provided to the User as an integral part of the Whoosh Micromobility Platform for temporary possession and use in accordance with the Agreement.

## **2. Subject Matter of the Agreement**

### **2.1. Sublicense**

2.1.1. Under the Agreement, the Copyright Holder grants the User, for the term of this Agreement, the right to use the Whoosh Mobile Application (as defined in clause 1.12 of this Agreement), within the limits established by the Agreement, and the User undertakes to pay the Copyright Holder a fee for the granted right in accordance with the terms of the Agreement.

2.1.2. The Mobile Application can be used by the User solely in accordance with its purpose and functionality within the Whoosh Micromobility Platform in the territory of the exclusive right to the Mobile Application. At the same time, the functionality of the Mobile Application may vary depending on the specific territory of its use.

2.1.3. The User, in accordance with the Agreement, acquires the right to use the Mobile Application in the territory and in the ways specified in this T&C, **on the terms of a non-exclusive sublicense**, while retaining the Right Holder's right to use the Mobile Application, incl. issuance of licenses to others.

2.1.4. The exclusive right to the Mobile Application belongs to the WHOOSH LLC (OGRN 1187746542180; TIN 9717068640; legal address: 123242, Moscow, Zamorenova St., 12, building 1). In turn, the Copyright Holder, on the basis of a license agreement with WHOOSH LLC, has sufficient non-exclusive rights to transfer the rights specified in clause 2.1.2. of this Offer of Rights in relation to the Mobile Application.

2.1.5. The User is not entitled to enter into sublicensing agreements with respect to the Mobile Application or otherwise transfer the right to use the Mobile Application to third parties.

2.1.6. For the purposes of using the Mobile Application in accordance with the Agreement, the User has the right to install the Mobile Application on an unlimited number of mobile devices.

2.1.7. The User is not entitled to decompile the Mobile Application and make changes to the source code of the Mobile Application, as well as reproduce, copy, distribute the Mobile Application and / or use the Mobile Application in any other way not provided for in this Agreement.

## **2.2. Rental**

2.2.1. Under the Agreement, the Copyright Holder transfers the IMD to the User for temporary possession and use, and the User accepts the IMD for use for consumer purposes (for personal needs) that are not related to the implementation of business activities. The transfer of the IMD to the User for Rental shall be carried out through the User's use of the functionality of the Mobile Application in the manner prescribed by this T&C.

2.2.2. The User is entitled to use the IMD only within the Ride Zone. Outside the specified territory, the use of the IMD is not allowed and without additional warning from the Copyright Holder is blocked using the functionality of the Whoosh Micromobility Platform.

## **3. Conditions and Procedures for Concluding the Agreement**

3.1. The Formal Acceptance of the Offer shall be made by the User in electronic form in the manner prescribed by this section of the Offer, and shall entail the conclusion of the Agreement between the User and the Copyright Holder.

3.2. The Agreement shall be concluded through the User adhering to the conditions established by the Agreement as a whole, without any conditions or qualifications. Acceptance of this Offer means that the User has read all the provisions of the Agreement, that it agrees to them and has unconditionally consented to follow them.

3.3. The acceptance of this Offer shall be carried out by the User by performing the following set of actions:

3.3.1. The User shall fill in the fields, providing the information necessary to register the User in the Mobile Application in accordance with the functionality of the Mobile Application;

3.3.2. Agreement. At the same time, by putting the appropriate mark, as indicated above, the User confirms that he is fully acquainted with the terms of this Offer and confirms his consent to conclude the Agreement.

3.3.3. Registration of the User in the Mobile Application by pressing the appropriate button (button "register", "OK" or a button with any other text designation, which functionally ensures the registration of the User in the Mobile Application).

3.3.4. In order to use the full functionality of the Mobile Application, including IMD Rent, the User in the "Payment" section selects the payment method and indicates the details of his bank card. In order to confirm the correctness of entering bank card data on the specified card, an amount of up to 11 (eleven) rubles is blocked. Successful blocking of the above funds by the Copyright Holder is one of the conditions for the Acceptance of this Offer. This amount of money is not counted as payment for the sublicense fee and/or rent under the Agreement and is unblocked within 24 hours.

3.4. The Copyright Holder shall not be liable for cases when the Offer was not accepted and the Agreement was not concluded due to the impossibility of processing the information and information provided by the User for technical reasons.

3.5. By accepting this Offer, the User confirms that any actions exercised in the Mobile Application under its account have been performed personally by the User. The User shall bear all risks related to the unauthorized use of the User's account or mobile device.

3.6. The person accepting the Offer must meet the criteria specified in paragraph 1.18 of this Offer. If the Copyright Holder establishes that the person accepting (accepting) the Offer does not meet such criteria, one of the following legal consequences occurs:

- if at the time of establishing the relevant circumstance, the Agreement with the relevant person was not concluded - the Acceptance of the Offer will be considered incomplete, and the Agreement - not concluded, access to the Mobile Application is not provided to the User;

· if at the time of establishing the relevant circumstance, the Agreement with the relevant person was concluded - the Copyright Holder has the right to immediately terminate the access of the relevant person to the Mobile Application (including by blocking the account (User's personal account) and / or refuse to execute the Agreement unilaterally.

3.7. If the Copyright Holder has doubts about the reliability of the data specified by the User during registration or of the bank card data, or about the ownership of the bank card by the User, as well as whether the person who registered in the Mobile Application meets the criteria specified in clause 1.17 of this Offer, the Copyright Holder shall be entitled to send a request for additional information about the identity of the User through the Mobile application or otherwise, including photos of the pages of the User's passport or another identity document, and photos of the front side of the bank card (without the CVV/CVC).

3.8. The User shall be obliged to provide the Copyright Holder with the information requested by the latter in accordance with clause 3.7 of the Offer. Until the User provides the relevant information in an amount sufficient to eliminate the doubts of the Copyright Holder:

if the Agreement with the User has not been concluded in accordance with this section 3, the Acceptance cannot be considered to have been completed by the User, and the Agreement cannot be considered to have been concluded. Access to the Mobile Application is not provided to the person formally accepting the Offer;

- if the Agreement with the User was concluded - the Copyright Holder shall have the right to suspend the User's access to the Mobile Application (including by blocking the User's account). After the User has provided all the necessary documents, the User's access to the Mobile Application shall be restored by the Copyright Holder.

## **4. Rights and Obligations of the Parties**

### **4.1. The Copyright Holder Is Obligated to:**

4.1.1. Provide the User with access to the Mobile Application and the ability to use it in accordance with the terms and conditions of the Agreement, with the exception of the cases provided for by the Agreement (in particular, clause 3.8 of this T&C);

4.1.2. Provide to the User through the Mobile Application information about the IMD , its main technical characteristics, the amount of the sublicense fee, rental fees and other terms and conditions of the Agreement;

4.1.3. Provide the User with the temporary possession and use of the IMD in a technically sound condition, accelerating to a maximum speed of up to 25 km/h (taking into account the Speed Limit Zones — clause 1.7 of this T&C);

4.1.4. Independently bear the costs of maintaining the IMD arising in connection with its normal operation (except for the costs that are directly imposed upon the User by the Agreement);

4.1.5. Properly fulfill the other obligations arising from the Agreement and provided by the current legislation.

#### **4.2. The Copyright Holder Is Entitled to:**

4.2.1. Verify the information, including the personal data provided by the User at the time of registration in the Mobile Application, as well as the other information specified in clauses 3.7-3.8 of this T&C;

4.2.2. Suspend or terminate the User's access to the Mobile Application (including blocking the User's account) in the cases established by clauses 3.6 and 3.8 of this T&C if the User has debts under the Agreement, as well as if the Copyright Holder suspects fraudulent actions using the User's account or illegal actions in relation to the IMD, other users or third parties, as well as if there are any of the grounds for termination of the Agreement by the Copyright Holder specified in clause 9.2 of this T&C;

4.2.3. Process the User's personal data provided at the time of registration in the Mobile Application, as well as that obtained during the conclusion and execution of the Agreement;

4.2.4. Carry out a check of the User's debt under the Agreement, as well as under other agreements between the User and the Copyright Holder, if any were concluded;

4.2.5. Monitor the safety of the IMD, as well as its technical condition, and monitor whether the operation of the IMD complies with the purposes established by this Agreement;

4.2.6. Refuse to conclude the Agreement if the User provides the data required for registration inaccurately or incompletely when registering in the Mobile Application;

4.2.7. Refuse to conclude the Agreement, or to suspend or terminate its validity if the User has a debt arising from the Agreement and/or other agreements concluded between the User and the Copyright Holder until the debt is repaid in full, as well if the User breaches the other terms and conditions of this Agreement;

4.2.8. To unilaterally amend the T&C(Agreement) (including the price, license fees and rent, and the terms of renting the IMD) by posting a new version of this T&C containing the amended terms and conditions of the Agreement on the Site of the Copyright Holder at [https://whoosh-bike.ru/terms\\_kz/en](https://whoosh-bike.ru/terms_kz/en) and/or in the Mobile Application. The User bears the risk for not familiarizing itself with the changes to the Agreement. If the User disagrees with the amendments to the Agreement, it shall be obliged to stop using the Mobile Application. Continued use of the Mobile Application after amending the Agreement shall be deemed to be consent to the amendments that have been made.

4.2.9. If the User takes the IMD more than 1 kilometer outside the Ride Zone or in other cases that cause the Copyright Holder to reasonably suspect theft of the IMD, it shall be entitled to block the movement of the IMD (including with the help of the Copyright Holder's software and hardware) and to notify law enforcement agencies about the fact of theft, and to employ the other methods for protecting its rights that are provided for by the legislation of the Kazakhstan;

4.2.10. If the Copyright Holder has sufficient reason to believe that the User may commit fraudulent actions, as well as if there are other manifestations of the User's bad-faith behavior (including the use of the IMD or the Mobile Application not in accordance with their purpose or another breach of the Agreement by the User), it shall be entitled to terminate performance under the Agreement unilaterally by notifying the User via the Mobile Application, as well as to suspend the User's access to the Mobile Application, to block the movement of the IMD using the software and hardware of the Copyright Holder (including without termination of the Lease), and, if necessary, also to forcibly terminate the Rental of the IMD by the User.

4.2.11. Put the IMD into power saving mode (decrease the speed) if the battery charge drops to a critically low level, depending on the model of the IMD.

4.2.12. If the Copyright Holder has doubts about the legality of the use of the registered account, the Copyright Holder shall have the right to send to the e-mail specified by the User when registering in the Mobile Application a request to provide additional information about the User's identity, including photos of the pages of its passport, or of another identity document. The Parties have agreed that if there is a failure to provide a response to the request, the Copyright Holder shall if the right to suspend, and after three days, to terminate this Agreement.

4.2.13. Reduce the maximum speed of the IMD if the IMD enters the Limited-Speed Zone (clause 1.8 of this T&C).

4.2.14. The Copyright Holder has the right at any time without notifying the User to change the functionality of the Mobile Application (update the Mobile Application) and to refuse to perform under the Agreement for a User, on whose mobile device an old (not updated) version of the Mobile

Application is installed, or for a User whose mobile device is recognized as unsafe for the Mobile Application.

4.2.15. Forcibly terminate the User's Rental of the IMD and block the movement of the IMD using software and hardware if the duration of the IMD Rental exceeds 4 (Four) hours.

**4.3. The User Is Entitled to:**

Use the Mobile Application and the IMD on the terms and conditions provided for by the Agreement.

**4.4. The User Is Obligated to:**

4.1.4. Before using the IMD, inspect it for damage, check the technical condition of the IMD and its suitability for use, including within the framework of a zero trip (clause 6.5 of this T&C);

4.4.2. If the IMD is damaged or otherwise impaired prior to use, the User must notify the Copyright Holder and send photos to the Copyright Holder via the Customer Support Chat in the Mobile Application. If, prior to the start of use, the User did not notify the Copyright Holder about the existing damage or other deterioration of the IMD, the User pleads guilty to causing the damage during its Rental of the IMD if such were subsequently discovered by another User or the Copyright Holder;

4.4.3. Comply with the procedures provided for in Section 7 of this Agreement for accepting the IMD for Rental and completing the Rental;

4.4.4. Use the IMD in strict compliance with its intended purpose;

4.4.5. Not to transfer the IMD for use to third parties under sublease, as well as to use the IMD personally, except in cases of Group Trips;

4.4.5.1 The User shall not be entitled to transfer the IMD for use to third parties under the age of 18 years;

4.4.6. Ensure the safety of the IMD from the moment it is accepted for Rental until the termination of the Rental;

4.4.7. Take care when using the property of the Copyright Holder, as well as take measures to prevent damage to the property of the Copyright Holder. In connection with this, the following actions are prohibited to the User:

4.4.7.1 The User is prohibited from using the IMD on uneven surfaces, outside sidewalks and paved paths, to ride over any pits, potholes, bumps, or other irregularities that differ from the road bed by more than 3 cm, as well as those with sharp drop-offs at the edges, or other features of the road bed that create an additional load on the wheels of the IMD, and puddles with a depth of more than 1 cm, regardless of the possibility of external determination of depth;

4.4.7.2. The User is prohibited to use the IMD for riding off-road or on rugged terrain;

4.4.7.3. The User is prohibited from, perform acrobatic stunts, jumping, hitting obstacles, curbs, or steps; using the IMD in competitions; drifting; put the electric motor into motion by pressing the power trigger when the Electric Scooter is not moving;

4.4.7.4. The User is prohibited from using the IMD for transportation, or towing cargo; moving with more than one person on the IMD, as well as transporting children and animals; moving on the IMD if the total weight (with clothes, bag, backpack, etc.) exceeds 100 kg;

4.4.7.5. After the end of the rental, the user is prohibited from leaving the IMD in hard-to-reach places (an entrance, closed area, etc.), from fastening it to unauthorized structures (railings of passages, entrance groups of shops and entrances, window bars, etc.) or to otherwise block the IMD;

4.4.7.6. The User is prohibited from folding the IMD (including using the standard mechanism);

4.4.7.7. The User is prohibited from removing stickers, identification numbers, barcodes, as well as applying labels, sticking stickers, making marks, damaging the paintwork of the IMD, or getting it dirty (except for normal dirtying of the platform with street shoes);

4.4.7.8. The User is prohibited from allowing the battery of the IMD to be completely discharged;

4.4.7.9. The User is prohibited from using technologies or taking actions that may harm the Site of the Copyright Holder, the Mobile Application, the IMD, or the other property of the Copyright Holder;

4.4.7.10. The User is prohibited from making any changes to the Mobile Application, as well as to the IMD or its individual parts, from changing any characteristics, and from making improvements to or from worsening the IMD;

4.4.7.11. During the Rental Period, the User shall not be entitled to leave the IMD motionless outside a Parking Place for more than 30 minutes (if the Rental is not completed).

4.4.8. Immediately notify the Copyright Holder via the Mobile Application about any damage to the IMD during Rental, disconnection of any of the systems, or other malfunctions or road accidents involving the IMD; and of violations of the functioning of the Mobile Application. In such circumstances, the User must stop using the IMD, and it is required to inform the Copyright Holder via the support chat in the Mobile Application or by email at support@whoosh.bike;

4.4.9. Take appropriate measures to protect its Mobile Application account, including the username and password, from unauthorized use by others, and immediately inform the Copyright Holder of the relevant information if such use is detected;

4.4.10. The User is not entitled to transfer its account data to third parties;

4.4.11. Use the Mobile Application only within the limits established by the Agreement and not violate the exclusive right of the Copyright Holder to the Mobile Application;

4.4.12. Monitor the updates of information on the Site of the Copyright Holder, as well as in the Mobile Application;

4.4.13. Pay the sublicense fee and rental fees in a timely manner, in accordance with the terms and conditions of this Agreement, and to pay the other payments stipulated by the Agreement, and to provide that there are sufficient funds on the bank card specified by the User in pursuance of the terms and conditions of this Agreement to pay for the Rental of the IMD and pay the sublicense fee ;

4.4.13.1 Pay in full for the Rental of the IMD in a timely manner in compliance with the terms and conditions of this Agreement, even if the IMD has switched to economy mode due to a decrease in the charge, or if it has switched off due to the fact that it was discharged during the previous Rental period by this User;

4.4.14. Upon completion of the use and termination of Rent, the User is obliged to correctly park the IMD.

4.4.15.1. For the purposes of clause 4.4.14 of this T&C, the correct parking of the IMD means that the User shall perform all of the following actions:

- the IMD's approach to the Parking point indicated on the map in the Mobile Application with the "P" sign;
  - if there is a lock on the IMD and if the Parking Place is not Virtual (clause 1.13 of this T&C) the User is obliged to attach the IMD to a closed part of the parking structure;
- pressing the "Finish" button in the Mobile Application (or a button of the corresponding functionality with a different name, if it is named differently in the Mobile Application);

- sending photos to the Copyright Holder using the Mobile Application that confirm the correct parking of the IMD;
- placing the IMD so that it does not interfere with the movement of pedestrians and/or vehicles (for example, the IMD should be located as close as possible to a wall, fence, or sidewalk edge and oriented along a wall, fence, sidewalk edge, and not perpendicular to them)

4.4.15.2. For the purposes of clause 4.4.14 of this T&C, the IMD shall be considered to have been parked incorrectly if the User has committed at least one of the following violations:

- The IMD is left outside the Ride Zone;
- The IMD is left outside the Parking Point indicated on the map in the Mobile Application;
- The IMD equipped with a lock and left in a non-Virtual Parking Place is not secured with a cable and/or if the IMD's lock is not closed;
- The User has not completed the Rental in the Mobile Application and the IMD is left motionless for more than 30 minutes;
- The User has completed the Rental, but the photos to confirming correct parking have not been sent in the Mobile Application or in the chat with the User Support Service in the Mobile Application;
- placing the IMD in a way that interferes with the movement of pedestrians and/or vehicles.

4.4.15.3. If it is impossible to park correctly for valid reasons related to technical difficulties with the operation of the Mobile application or the IMD itself, after receiving confirmation from the Support Service, the IMD can be parked on the side of the road or on a sidewalk, but in such a way that its positioning does not impede the movement of pedestrians and/or vehicles. The user should not allow the IMD to be parked on tramways, at railway crossings, in tunnels, on overpasses, bridges, viaducts, at pedestrian crossings and closer than 5 m in front of them; near dangerous turns on a roadway; on the lane for cyclists; at the intersection of roadways and closer than 5 meters from the edge of the roadway that is intersected; closer than 15 meters from the places where fixed-route vehicles stop or of passenger taxi parking spots.

4.4.15.4. The User must immediately notify the Copyright Holder via a chat with the User's support service in the Mobile Application if the IMD has been parked in accordance with clause 4.4.15.3 of this T&C, as well as regarding the reasons that caused the need for such parking (which prevented correct parking).

4.4.16. The IMD must be returned to the Copyright Holder in a technically sound condition, without any damage, using the procedures stipulated by the Agreement, including clause 4.4.14 of this T&C;

4.4.17. While using the IMD, the User is obliged to comply with the traffic rules and be responsible for their violation. In this regard, when using the IMD, the User, in particular, is obliged to:

- drive along bicycle or bicycle/pedestrian paths or in the lane for bicycle riders;

if there are no bicycle paths or pedestrian/bicycle paths, or if there is no opportunity to move along them or along the right edge of the roadway, driving on the road shoulder is allowed;

- if there is no bicycle path or pedestrian/bicycle path, or there is no opportunity to move along them or along the right edge of the roadside or road shoulder, movement on a sidewalk or footpath is allowed;
- if movement on a sidewalk, footpath, roadside or within pedestrian zones endangers or interferes with the movement of other persons, it is necessary to dismount and yield to pedestrians;
- when driving in the dark or in conditions of insufficient visibility, it is necessary to turn on the headlight and the IMD's flashlight, and it is also recommended to have objects with reflective elements on you and to ensure the visibility of these objects to other road users;
- comply with the other applicable provisions of traffic rules, including provisions that are not directly listed in this T&C, and to independently bear liability for their violation.

4.4.18. To prevent dangerous situations and traffic violations, the User is prohibited from:

- operating the IMD while under the influence of alcohol, drugs, toxicity or any other kind of intoxication, as well as refusing to undergo a medical examination at the request of an authorized official;
- operating the IMD without holding the steering wheel with at least one hand;
- crossing the roadway along elevated, underground or other pedestrian passageways without dismounting from the IMD.

4.4.18.1. Both during the Rental Period and outside the Rental Period, the User is prohibited from transporting the IMD in a car, bus, trolleybus, taxi or in any other means of transport (in any other way), to go take the IMD down into the metro, to ride on it or carry/haul it inside buildings, restricted areas, etc.

4.4.18.2. If the IMD exits (moves in any other way) outside the Travel Zone, the User is obliged to immediately return the IMD to the Ride Zone. The time spent by the IMD outside the Ride Zone is included in the Rental Period and is subject to payment.

4.4.19. Prevent harm to the life, health and property of third parties, including other road users. If harm is caused by using the IMD, the User is liable in the manner prescribed by the current legislation of the Kazakhstan.

## **5. Payment Amount, Procedures and Form of Payment**

5.1. Payments shall be made in accordance with the procedures and under the conditions determined by the current legislation and the rules of the relevant payment systems. Non-cash payments under the Agreement, including the payment of the sublicense fee, rental fees, fines and other payments

provided for by the Agreement, shall be made by direct debiting of funds from the User's bank card in accordance with the Tariffs.

5.2. When accepting this T&C, the User expresses its unconditional consent to the sending by the Copyright Holder of orders, requests, claims to the User's bank, as well as to the direct debiting of funds that make up the sublicense fee, rental fees, fines and other payments provided for by the Agreement.

5.3. The amount of the sublicense fee and rent as well as the procedures for their payment shall be governed by this section 5 of the T&C, as well as by the Tariffs and, if the User activates the Subscription, the description of the Subscriptions available in the Mobile Application. If the provisions of the T&C contradict the provisions of the Tariffs and the description of the Subscriptions, the provisions of the Tariffs and the description of the Subscriptions shall prevail. In the event of a conflict between the provisions of the Tariffs and the description of the subscriptions, the descriptions of the Subscriptions shall prevail.

#### **5.4. Sublicense Fee**

5.4.1. For the sublicense provided in accordance with the Agreement, the User shall pay to the Copyright Holder sublicense fee in the amount established by the Tariffs.

5.4.2. The sublicense fee includes the following components:

5.4.2.1. If the User has not purchased any of the available Whoosh Pass Subscriptions:

- (a) a fixed payment in the amount established by the Tariffs charged to the User for each use of the Mobile Application functionality for the start of each new IMD Rental (unlocking the IMD, start of the trip);
- (b) a sublicense fee calculated for each 1 minute of using the Mobile Application during the IMD Rental period in accordance with the rate specified in the Tariffs (per minute rate).

5.4.2.2. If the User purchases any of the available Whoosh Pass Subscriptions:

- (a) the fee for the Subscription, the amount and procedure for payment of which is determined by clause 5.6.3 of this T&C, as well as the Tariffs and description of the Subscription;
- (b) the sublicense fee in accordance with the per-minute rate specified in clause 5.4.2.1 (b) of this T&C;
- (c) the Tariffs and/or the description of the Subscription may provide for the complete cancellation of the sublicense fee specified in clause 5.4.2.1 (a) of this T&C for the duration of the Subscription. In this case, during the validity period of the corresponding Subscription, such sublicense fee shall not be charged and must not be paid, and it is not included in the amount of the sublicense fee. If the

Tariffs and/or the description of the Subscription do not provide for the complete cancellation of the sublicense fee specified in clause 5.4.2.1 (a) of this T&C, the corresponding payment shall be included in the sublicense fee.

## **5.5. Rental Fees**

5.5.1. The amount of the rental fees for the IMD Rental depends on the actual time of the IMD Rental by the User and is calculated based on the established tariff for 1 minute of Rental. The corresponding rental tariff is dynamic and may depend on various factors, including the level of demand for the IMD and the battery level of the IMD as of the time of the start of the trip. The specific tariff to be applied to the IMD Rental is indicated in the Whoosh Mobile Application when the User chooses the IMD, but before the start of the Rental.

## **5.6. Whoosh Pass Subscriptions**

5.6.1. The User has the right, using the functionality of the Mobile Application, at any time during the period of validity of the Agreement to purchase a Whoosh Pass Subscription in accordance with one of the options available in accordance with the description of the Subscriptions (to activate the Subscription). Only one Subscription can be activated at a time.

Furthermore, the User is entitled to purchase a new Subscription during the validity period of the previously activated Subscription. In this case, the fee for the newly purchased Subscription shall be debited at the time of its purchase, and the activation of a new Subscription shall be carried out on the day following the last day of the validity period of the previous Subscription.

5.6.1.1. The Subscription action will be available to the User only within one or a single Geographical area of IMD use. The geographical area of the User's location is determined using the functionality of the Mobile Application in automatic mode.

If the User is not located in the Geographical area where the IMD can be used under the Agreement, it will be impossible to purchase a Subscription.

5.6.1.2. Unless otherwise stated in the description of the Subscription, the User may use its account only once to try the Subscription without being charged.

5.6.2. Activation of the Subscription entails a change in the terms of the Agreement for the duration of such a Subscription in accordance with the description of the Subscription, including the following changes (unless otherwise specified in the description of the Subscription):

5.6.2.1. Changing the conditions regarding the amount of the sublicense fee in accordance with clause 5.4.2.2 of this T&C;

5.6.2.2. Other conditions specified in the description of the Subscription. Such conditions may include conditions regarding the number of IMD that the User can accept for Rental within the framework of a

Group Trip; the duration of the Booking period; the cost of Insurance; canceling the block on the User's bank card of the deposit provided for in clause 5.8 of this T&C, as well as other conditions.

5.6.3. At the moment of activation of the Subscription option selected by the User, excluding the Trial period, the User's bank card will be charged the Subscription fee specified in clause 5.4.2.2 (a) in the amount specified in the Subscription description. In the cases established by the second paragraph of clause 5.6.1 of this T&C, the Subscription fee shall be debited from the User's bank card at the time of purchasing such a Subscription in the Mobile Application, but before activating such a Subscription.

5.6.4. The Whoosh Pass Subscription selected by the User shall be valid for the period specified for a specific type of Subscription in the Subscription description, and it is activated using the following procedures:

from the activation of the Trial period;

from the moment the full amount of the Subscription fee is received on the bank account of the Copyright Holder, if the Subscription previously purchased by the User is not valid at the time the User pays the Subscription fee;

from the day following the last day of the validity period of the previous Subscription, if the Subscription previously purchased by the User is valid at the time the User pays the Subscription fee.

5.6.5. In case of insufficient funds on the User's bank card to pay for the Subscription, activation and/or purchase of the Subscription is not carried out.

5.6.6. At the end of the Subscription period, including the Trial period, the corresponding Subscription is activated again for the same period automatically (Subscription renewal) if:

- The User has not disabled the renewal of the Subscription in the Mobile Application;
- the terms of the current Subscription have not been changed by the Copyright Holder in accordance with clause 5.6.8 (in particular, if, as a result of such changes, the T&C and/or the description of Subscriptions no longer provide for Subscriptions on terms corresponding to the terms of the current Subscription);
- before the end of the validity period of the current Subscription, the User has not acquired a new Subscription (paragraph two of paragraph 5.6.1 of this T&C).

Subscription renewal is carried out an unlimited number of times after the end of each Subscription period.

At the same time, the conditions of the Subscription for each new period of its validity are determined by the conditions contained in the description of the corresponding Subscription on the date of its payment for the corresponding period (regardless of the date of its activation). The User is obliged to monitor changes in the terms of the Subscription in the Mobile Application on his own and, if he does not agree with the change in such conditions, disable the automatic renewal of the Subscription.

5.6.6.1. The User may refuse to purchase (renew) the Subscription via the Mobile App before the expiration of the trial period of the Subscription. If the User uses the Trial period, the Rights Holder will

separately inform the User by push notification of the end of the Trial period 24 (twenty-four) hours before the calculation of the Subscription Fee for the next period in accordance with paragraph 5.6.3. of this Offer.

5.6.7. Prolongation of the Subscription in accordance with clause 5.6.6 shall be carried out subject to the debiting of the subscription fee from the User's bank card, while the Subscription shall be considered to have been extended for the next period from the moment the corresponding payment is received to the settlement account of the Copyright Holder. If there are insufficient funds on the User's bank card to pay for the Subscription, the Subscription will not be automatically prolonged.

5.6.8. The Copyright Holder has the right at any time to unilaterally change the terms and conditions of the Subscription by posting new terms and conditions in the description of the corresponding Subscription in the Mobile Application. The new Subscription terms apply to Subscriptions paid for (including by prolongation of the Subscription) on the day such terms are posted by the Copyright Holder in the Subscription description or later and do not change the terms of the subscriptions that have been paid for previously. The User is obliged to independently monitor changes in the terms of the Subscription in the Mobile Application.

5.6.9. The User has the right at any time during the validity period of the Subscription to unilaterally refuse the automatic prolongation of the Subscription by disabling the corresponding function in the Mobile Application.

5.6.10. The Copyright Holder is entitled to unilaterally cancel the automatic prolongation of the Subscription for the next period in the following cases:

5.6.10.1. if the User has never accepted the IMD for Rent during the current period of the Subscription;

5.6.10.2. if the User violated the Agreement during the current period of validity of the Subscription.

5.6.11. The Copyright Holder is entitled to unilaterally terminate the Subscription before the expiration of its validity period if a violation of the Agreement was committed by the User during the Subscription validity period.

5.6.12. The Copyright Holder is not responsible for cases when, for technical reasons, the fee for the Subscription from the bank card has not been debited and the Subscription has not been activated (including for the next period using the procedures for prolongation).

5.6.13. From the moment when the Subscription is terminated, the relations of the Parties shall be governed by the terms of the Agreement without applying the terms and conditions contained in the description of the Subscriptions.

## **5.7. Blocking of the Deposit**

5.7.1. In order to guarantee the payment of the sublicense fee, as well as the rental fee, the Copyright Holder has the right to block on the User's card an amount of up to 8,000 (eight thousand) tenge at the time of the start of the Rental. The Copyright Holder shall unblock this amount after the trip has been paid for in full by the User (including the sublicense fee and rental fee charged as a result of the trip), and the funds shall remain on the User's bank card.

5.7.2. If the aggregate amount of the sublicense fee and rental fee charged during the trip is less than 2,500 (two thousand five hundred) tenge, the Copyright Holder shall have the right to remove the blocking of the deposit before the User pays for the trip.

5.7.3. If there are insufficient funds on the User's bank card to pay for the trip (including sublicense fees and rental fees) at the time of their debiting in accordance with section 5.8 of the T&C, the amount of the deposit specified in clause 5.7.1 may be debited by the Copyright Holder in full for the trip or in the part covering shortfall in the amount necessary to pay for the trip.

## **5.8. Procedures for Debiting Funds at the End of a Trip**

5.8.1. At the end of the trip, the following payments charged during the trip shall be debited from the User's bank card:

- the sublicense fee specified in clause 5.4.2.1 (a) of this T&C (if applicable);
- the sublicense fee specified in clause 5.4.2.1 (b) of this T&C;
- the rental fee specified in clause 5.5.1 of this T&C.

5.8.2. The funds specified in clause 5.8.1 shall be debited immediately after the termination of the Rental. If the total amount of payments specified in clause 5.8.1 of this T&C during the Rental of the IMD actually exceed 2,500 (two thousand five hundred) tenge, the Copyright Holder has the right to debit (including during the Rental) funds in the amount of 2,500 (two thousand five hundred) tenge from the User's account every time the specified limit is exceeded, up until the User terminates the Rental.

5.8.3. In the event of a lack of funds to pay the payments specified in clause 5.8.1 of this T&C, or the impossibility of debiting them from the User's account, as well as if the User's debt reaches an amount

of more than 2,500 (two thousand five hundred) tenge, The Copyright Holder is entitled to forcibly terminate the IMD Rental and restrict the User's access to the Mobile Application by blocking the account that does not allow the prolongation of the Rental until the User fully pays for the resulting debt under the Agreement.

## **5.9. Fine Debiting Procedures**

5.9.1. At the moment a violation of the Agreement by the User is detected, for which a fine is provided for by the terms and conditions of the Agreement, the Copyright Holder shall have the right to debit the amount of the corresponding fine from the User's bank card. If there are insufficient funds on the User's bank card, funds shall be debited to pay the fine in installments as funds are received on the User's card.

5.9.2. If, after debiting the fine in accordance with clause 5.9.1 of this T&C, the Copyright Holder establishes the unreasonableness of such debiting (in particular, due to the absence of a violation of the Agreement by the User or the absence of the User's fault in committing the corresponding violation), the Copyright Holder shall refund the money debited from the User's bank card to pay for the fine. Such a return must be made by the Copyright Holder no later than 10 calendar days from the date the User sends the corresponding claim to the Copyright Holder using the Mobile Application.

## **6. Term of Lease (Rental) of the IMD**

6.1. The rental period for the IMD is calculated in minutes and hours. The maximum rental period for the IMD cannot exceed 4 (Four) hours. Upon the expiration of the specified period, the Copyright Holder is entitled to forcibly terminate the Rental by the User of the IMD and block the movement of the IMD using software and hardware.

6.2. The IMD rental period shall be calculated from the moment the User clicks the "Start Ride" button in the Mobile Application (or a button with the corresponding functionality that has a different name, if it is named differently in the Mobile Application) until the User stops renting the IMD by pressing the "Finish" button (or a button with the corresponding functionality that has a different name, if it is named differently in the Mobile Application) in the Mobile Application, taking into account clause 6.3 of this T&C, and, upon request of the Copyright Holder in the Mobile Application, by sending a photo of the general view of the parked IMD through the Mobile Application as confirmation.

6.3. Pressing the "Finish" button in the Mobile Application (or the button with the corresponding functionality that has a different name, if it is named differently in the Mobile Application) results in the termination of the Rental only if the IMD is located in the Parking Zone indicated on the map in the Mobile Application. If the IMD is outside such a zone, pressing the corresponding button will not result

in the termination of the Rental and the Rental period will continue until its completion by the User in the proper manner.

6.4. The User is not entitled to use the IMD outside the Rental period determined in accordance with clause 6.2 of this T&C.

6.5. In order to check the technical condition of the IMD, the User is given the opportunity for a free test movement of the IMD within 5 minutes from the moment the ride starts for a distance not exceeding 200 meters. A trip completed by the User during the period of such trial use (that is, a ride simultaneously less than 5 minutes long and with a distance of fewer than 200 meters) shall not be recognized as the IMD Rental in accordance with the Agreement (hereinafter — a "Zero Trip"). The rental and sublicense fees for a Zero Trip, including the sublicense fee provided for in paragraph 5.4.2.1 (a), shall not be accrued and shall not be collected. If the parameters of the Zero trip (any of the parameters — time or distance) are exceeded within a particular trip, such a trip is not Zero and it shall be recognized as the IMD Rental, the period of which is calculated in accordance with clause 6.2 of this T&C.

## **7. IMD Acceptance and Transfer Procedures**

7.1. Acceptance and transfer of the IMD from the Copyright Holder to the User within the framework of the Rental shall be carried out as follows:

7.1.1 The User, using the Mobile Application, selects a specific IMD on the map. Using the phone camera, the User scans the QR code or NFC tag using the phone's NFC reader placed on the IMD. At the same time, the following information about the selected IMD is displayed in the Mobile Application: the location, tariff, charge level, as well as information about the choice of the Insurance service (the possibility of deactivating the service). When choosing an IMD, the User must check the sufficiency of funds on the bank card linked to its account in the Mobile Application.

7.1.1.1 Using the Mobile Application, the User can book a specific IMD at the tariff and for the period indicated in the Mobile Application. The booking can be canceled by the User through the Mobile Application. If the Booking is not canceled and the IMD is not accepted for Rental by the User before the end of the Booking period, the Booking ends.

The Copyright Holder is entitled to refuse a Booking to the User if the User has previously canceled one or more Bookings in a row.

It is allowed for one User to book several IMD.

7.1.1.2 It is allowed for one User to rent more than one IMD using one account — a Group Trip. In this case, the User can only transfer the IMD for driving to a third party who has reached the age of 18. In the case of a Group Trip, the User, and not the third party to whom the IMD was transferred, shall be responsible for all the property of the Copyright Holder and for compliance with the terms of use of the IMD under the Agreement. All monetary obligations associated with the use of several IMD (including payment of sublicense fees, rental fees, as well as penalties for violation of the Agreement during a trip started from the User's account) are assigned to the User and cannot be assigned by the User to a third party to whom the User actually transferred control of the IMD during the Rental.

At the start of a Group Trip, each Rental is started, as well as ended, by the User separately. The maximum number of rented IMD for a Group Trip in one account is 3 (Three), and it can be increased with the purchase of a Subscription by the User, if this is provided for by the description of the corresponding type of Subscription.

7.1.2. At the moment of pressing the "Start Ride" button in the Mobile Application (or the button with the corresponding functionality that has a different name, if it is named differently in the Mobile Application), the User confirms the actual acceptance of the selected IMD and the tariff applied in connection with its use (in relation to both the sublicense fee and rental fee).

7.1.2.1 The User can use the additional service and purchase the Insurance service. The User regulates the inclusion or non-inclusion of the Insurance service in the cost of the trip before starting the trip on the screen of the Mobile application. The User confirms its consent to purchase insurance and its cost indicated in the Mobile application at the moment of pressing the "Start Ride" button (or a button with the corresponding functionality that has a different name, if it is named differently in the Mobile application) when the Insurance service is activated. The cost of the insurance, the insurance company and instructions for actions in the event of an insured event are spelled out in the Mobile Application, and are also available at [https://whoosh.bike/app\\_insurance](https://whoosh.bike/app_insurance).

7.2. Acceptance and transfer of the IMD from the User to the Copyright Holder at the end of the Rental shall be carried out as follows:

7.2.1. The User shall park the IMD at the Parking Point marked on the map in the Mobile Application with the "P" sign, it shall press the "Finish" button in the Mobile Application (or the button with the corresponding functionality that has a different name, if it is named differently in the Mobile Application), and at the request of the Copyright Holder it shall send a photo of the general view of the parked IMD through the Mobile Application, and it shall also fasten the IMD with a lock to the parking place (to the closed part of the structure so that the cable makes it impossible to use the IMD without first opening the lock) if there is a lock and if the parking is not Virtual.

7.2.2. Provided that the User parks the IMD correctly in accordance with clause 4.4.14 (taking into account clauses 4.4.15.1-4.4.15.4) of this T&C, after the Copyright Holder receives photos of the general view of the parked IMD, confirming correct parking, (if requested by the Copyright Holder), the IMD is considered to have been properly transferred by the User to the Copyright Holder.

7.2.3. Upon completion of the Rental by the User, the User receives a message from the Copyright Holder in the Mobile Application indicating the amount to be paid (including the amount of the sublicense fee and rent). In this case, the User's receipt of the corresponding message is not a confirmation of the Copyright Holder of the correct parking of the IMD by the User. Violations of the Agreement related to the parking of the IMD may be identified by the Copyright Holder after the end of the Rental.

## **8. Liability of the Parties under the Agreement**

8.1. The Parties shall be liable for non-fulfillment or improper fulfillment of the obligations provided for by this Agreement and by the legislation of the Kazakhstan.

8.2 If the User delays payment of the sublicense fee and rental fees under the Agreement for more than 48 hours, the Copyright Holder is entitled to charge the User a penalty interest of 0.1 % of the indebtedness amount for each day of delay.

8.3 Except as specified in clause 8.2 of this Agreement, if the User delays the payment of other payments under the Agreement for the period of more than 14 (fourteen) calendar days from the date the Copyright Holder sends a request for payment of the corresponding payment to the User, the Copyright Holder shall be entitled to charge the User late penalty interest of 0.1 % of the amount of debt for each day of delay. The late payment penalties shall be charged until the User pays off the resulting indebtedness in full.

8.4. If the User breaches the provisions of the Agreement, the User shall pay a fine in the amount of 2,500 (two thousand five hundred) tenge for the following violations (if the commission of the corresponding violation did not result in damage to the IMD and/or loss of the IMD):

8.4.1. more than one person riding on one IMD (including with a child) (clause 4.4.7.4 of this T&C);

8.4.2. completion of the trip at a place that is not marked as a Parking point on the map of the Mobile Application with a "P" sign (clause 7.2.1 of this T&C);

8.4.3. at the end of the Rental, attaching the cable to an open part of the structure and/or not closing the lock, if there is a lock on the IMD and if the Parking Place is not Virtual (clause 7.2.1 of this T&C);

- 8.4.4. transfer of control of the IMD to a person under 18 years of age (clause 4.4.5.1 of this T&C);
- 8.4.5. riding or otherwise moving the IMD outside the Ride Zone, provided that the User subsequently and independently returns the IMD to the Ride Zone within 30 minutes (clause 2.2.2 of this T&C);
- 8.4.6. transportation of the IMD in ground transport (car, bus, taxi, etc.) (clause 4.4.18.1 of this T&C).

8.5. If the User breaches the provisions of the Agreement, the User shall pay a fine in the amount of 5,000 (one thousand) tenge for the following violations (if the commission of the corresponding violation did not result in damage to the IMD and/or loss of the IMD):

- 8.5.1. riding or otherwise moving the IMD outside the Ride Zone and the User's failure to return the IMD to the Ride Zone for more than 30 minutes (clause 2.2.2 of this T&C);
- 8.5.2. leaving the IMD without movement outside the Parking lot during the Rental period (if the Rental has not been completed) for more than 30 minutes (clause 4.4.7.11 of this T&C);
- 8.5.3. transporting the IMD in the metro, as well as the taking the IMD inside buildings or onto a restricted-access territory (clause 4.4.18.1 of this T&C);
- 8.5.4. allowing the battery of the IMD to completely discharge (clause 4.4.7.8 of this T&C);
- 8.5.5. incorrect parking of the IMD when the User has committed two or more of the breaches listed in clause 4.4.15.2 of this T&C.

8.6. If the User violates the provisions of the Agreement, the User shall pay a fine in the amount of 28,000 (twenty eight thousands) tenge for the following violations (if the commission of the corresponding violation did not result in damage to the IMD and/or loss of the IMD):

- 8.6.1. improper use of the IMD and/or the Mobile Application;
- 8.6.2. breach of the traffic rules when using the IMD, as well as driving the IMD in violation of any of the provisions of clauses 4.4.7, 4.4.17 and/or 4.4.18 of this T&C.

8.7. If the User commits any of the breaches of the Agreement specified in clauses 8.4-8.5 of this T&C, if such a breach caused damage to the IMD without causing its loss (i.e. with the possibility and economic confirmation of the restoration of the IMD), the User shall pay a fine of 28,000 (twenty eight thousands) tenge.

8.8. If the User commits any of the breaches of the Agreement specified in clause 8.6 of this T&C, if such a violation entailed damage to the IMD without causing its loss (i.e. with the possibility and economic confirmation of the restoration of the IMD), the User shall pay a fine of 56,000 (fifty six thousand) tenge.

8.9. If the User commits a breach of this Agreement, if such a breach entailed the loss of the IMD (including the actual loss of the IMD as a result of theft, submersion, etc., as well as causing such damage to the IMD, in which its restoration is impossible or economically inexpedient), the User shall

pay a fine equal to the cost of the IMD, which is 190,000 (one hundred ninety thousand) tenge for the S and M model Electric Scooters, and 505,000 (five hundred five thousand) tenge for the L model Electric Scooters, and 840,000 (eight hundred forty thousand) tenge for an Electric Bike.

8.10. Payment of penalties and (or) a fine shall not release the User from compensation for damage caused to the property of the Copyright Holder.

8.11. The risk of accidental loss or accidental damage to the IMD during the Rental Period shall be borne by the User.

8.12. The User shall incur the liability provided for by the current legislation for violation of traffic rules. If the Copyright Holder incurs expenses and/or losses in connection with the User's violation of the traffic rules, including those related to the payment of a fine for an administrative offense, the User undertakes to reimburse the Copyright Holder for the corresponding costs and/or losses in full.

8.13. If the User causes harm to the life, health or property of third parties, including other road users, during the use of the IMD, the User undertakes to fully compensate for the damage caused by its actions to both third parties and the Copyright Holder.

8.14. The user guarantees that all personal data provided by him is true.

## **9. Grounds and Procedures for Termination of the Agreement. Changes to the terms of the T&C and the Agreement**

9.1. The Agreement may be terminated before the expiration of the term stipulated by the Agreement, by agreement of the Parties or at the initiative of one of the Parties expressed in a form that is understandable to both Parties.

9.2. The Agreement may be terminated early, unilaterally and out-of-court at the initiative of the Copyright Holder on the following grounds:

9.2.1. if the User repeatedly (more than two times) violates the traffic rules when using the IMD;

9.2.2. if the User repeatedly (more than two times) violates the IMD parking rules;

9.2.3. when it is established that the User has used the Mobile Application in breach of the terms and conditions of the Agreement;

9.2.4. when it is established that the User has provided access to the Mobile Application to a third party without the consent of the Copyright Holder;

9.2.5. when it is established that the User has caused damage to the IMD;

9.2.6. when it is established that the User's has used technical means to block the GPS signal, as well as other methods for disconnecting the protective systems or control systems installed on the IMD;

9.2.7. if the User in any way breaches the Agreement, entailing infringement upon or creating the threat of an infringement upon the exclusive rights of the Copyright Holder to the Mobile Application or the exclusive rights of third parties;

9.2.8. if the User in any way breaches the Agreement, entailing damage or creating a threat of damage to the property of the Copyright Holder (including the IMD) and/or third parties;

9.2.9. if the User in any way breaches the Agreement, entailing harm to the life or health of third parties or creating a threat of such harm;

9.2.10. when the User commits actions that discredit the business reputation of the Copyright Holder;

9.2.11. when the User commits actions that discredit the honor, dignity and/or business reputation of third parties, as well as other illegal actions, if the commission of such actions is in any way (directly or indirectly) associated with the User's use of the Mobile application and/or the IMD;

9.2.12. if there are circumstances that give the Copyright Holder reason to believe that the Mobile Application and/or the IMD are used by the User in violation of the terms of the Agreement (including for purposes other than their intended purpose);

9.2.13. in the other cases, provided for by the Agreement and/or current legislation.

9.3. If the Agreement is terminated early at the initiative of the Copyright Holder, the Agreement shall be considered to have been terminated from the moment the User is notified of this through the Mobile Application.

9.4. This Agreement may be early terminated unilaterally out-of-court at the initiative of the User if it sends a request to delete the account, provided that there is no debt under the Agreement (including debt for the payment of sublicense fees, rent, and fines).

9.5. The User has the right to send a request for the Copyright Holder to delete an account in the Mobile Application or by e-mail to support@whoosh.bike or by clicking the "Delete Account" button (or the button with the corresponding functionality that has a different name, if it is named differently in the Mobile Application) in the Profile menu in the Mobile Application.

9.6. If the Agreement is terminated early on the initiative of the User, if the User has no debt under the Agreement, the Agreement shall be considered to be terminated 15 calendar days after the date on which the User sends a request to delete the account. If the User has a debt, a request to delete the account will not be accepted. After the full repayment of the debt, the User has the right to re-send a request to delete the account, while the 15-day term for termination of the Agreement will be calculated from the moment such a repeated request is sent. The Copyright Holder shall delete the User's account on the day on which the Agreement is terminated.

9.7. Unilateral termination of the Agreement is possible in court for all other grounds that are not listed in clauses 9.2 and 9.4 of this T&C and which are not provided for by the current legislation.

9.8. The expiration of the Agreement shall not exempt the User from the obligation to fulfill its financial obligations (including the payment of sublicense fees, rent and fines) under the Agreement, and shall also not exempt from it from liability for breach of the terms and conditions of the Agreement.

9.9. The Copyright Holder has the right to unilaterally change the T&C at any time by posting a new version of the T&C in the Mobile Application and on the Site of the Copyright Holder at the link [https://whoosh-bike.ru/terms\\_kz](https://whoosh-bike.ru/terms_kz). Changes in the terms of the T&C concerning the content of the Agreement shall entail a change in the terms and conditions of all Agreements concluded earlier by Formal Acceptance of any version of the T&C.

9.10. If it does not consent to the changes made to the Agreement, the User has the right to unilaterally refuse to execute the Agreement by notifying the Copyright Holder in the manner provided for in clause 9.6 of this T&C.

## **10. Force majeure as the basis for exemption from liability for improper performance of obligations under the Agreement**

10.1. The Parties shall be exempt from liability for partial or complete non-fulfillment of the obligations under the Agreement, if such failure to fulfill obligations was the result of force majeure circumstances (force majeure), that is, events of an extraordinary and unavoidable character that the Parties could not foresee at the time of the conclusion of the Agreement.

10.2. If any of the force majeure circumstances affected the fulfillment of obligations within the period established by the Agreement, then this period shall be commensurately postponed for the period of the force majeure circumstances. If this period exceeds three months, each of the Parties shall have the right to refuse to execute the Agreement unilaterally out of court by notifying the other Party to the Agreement in writing using the Mobile Application or to the User's email address that was specified during registration in the Mobile Application, and for the Copyright Holder to [hello@whoosh.bike](mailto:hello@whoosh.bike)

10.3. In the event of force majeure circumstances, the Party for which it became impossible to fulfill the obligations under the Agreement shall be obliged to notify the other Party about the occurrence of these circumstances within 3 (three) days.

10.4. A Party that has not fulfilled its obligation and has not notified the other Party of the occurrence of force majeure circumstances within the time period specified in clause 10.3 and that has not documented their occurrence, shall lose the right to refer to these circumstances as the basis for exemption from liability for improper performance under the Agreement.

## **11. Term of the Agreement**

11.1. The Agreement shall enter into force from the moment the User accepts this T&C using the procedures provided for by this Agreement, and it shall be valid until its termination on one of the grounds provided for by the current legislation or the Agreement.

## **12. Miscellaneous**

12.1. The applicable law under this Agreement shall be the law of the The Republic of Kazakhstan.

12.2. The parties have agreed that, in the case of a complaint, they must follow the pre-trial (complaint) procedure for settling the dispute before going to court. In such case, one Party to the Contract shall, within ten (10) calendar days from the date of the dispute, send a written claim to the other Party to the address (e-mail address) specified when concluding the Contract. The written Claim must be accompanied by documents (scans thereof) and (or) photographs substantiating the Party's claims. The party receiving the Claim is obliged to reply in writing within 10 (ten) calendar days with a reasoned response. A written reply to the Claim shall be sent to the e-mail address specified at the conclusion of the Contract. The response to the Claim must be accompanied by documents (scans thereof) and (or) photographs documenting the response provided.

12.3. In case of the failure to reply to the Claim within the deadline set out in Clause 12.2. of the Agreement, or if the Party concerned does not agree with the reply received, it shall be entitled to apply to court for the protection of its rights and legally protected interests.

12.4. If the legislation does not imperatively establish a special (alternative, exclusive or other) jurisdiction for the relevant category of disputes, disputes arising from the conclusion, performance or termination of this Agreement shall be referred to the court at the location of the Rights Holder.

This condition does not exclude or prejudice the right of the User as a consumer within the meaning of the Law of the Republic of Kazakhstan dated 04.05.2010 N 274-4 "On Protection of Consumer Rights" to choose the method of resolving a consumer dispute, when such a right is expressly provided for by law.

12.5. The parties have agreed that disputes arising out of the conclusion, performance and termination of this Agreement shall be settled in accordance with the rules of civil procedure law of the Republic of Kazakhstan.

12.6. Unless otherwise defined in the Tariffs or the Subscription Descriptions, the terms set out in Section 1 of this Offer shall be used in the Tariffs and the Subscription Descriptions, as applicable.

12.7. In case one or more provisions of the Offer are for any reason invalid or unenforceable, such ineffectiveness shall not affect the validity of any other provision of the Offer (Agreement), which shall remain in force.

**13. Address and other details of the Copyright Holder:**

Limited Liability Partnership "WHOOSH KZ"

BIN: 220140018883

Legal address: 050026, Almaty city, Almaty district, st. Tole bi, house 69, apt. nine

Email address: hello@whoosh.bike or Customer Service support@whoosh.bike

General Director of WHOOSH KZ LLP

Chuiko D.V. \_\_\_\_\_