

**PLEASE NOTE: These Terms & Conditions only apply to the territory of Russia. Therefore, they will not be legally binding in any other state.**

**Unless you're in Russia, 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: Moscow, Russian Federation (amended October 14, 2025)

This document is a public offer (hereinafter also referred to as the "Offer" or "Public Offer") of the Limited Liability Company "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 ", "Terms & Conditions") on the conditions set forth in this Offer.

The use of the Whoosh Micromobility Platform is governed by this Public Offer Agreement and the following documents:

- Whoosh Loyalty Program Terms and Conditions: <https://whoosh-bike.ru/programrules>;
- Rules for earning bonus points: [https://whoosh-bike.ru/loyalty\\_points\\_rules](https://whoosh-bike.ru/loyalty_points_rules);
- Terms and Conditions of using Start by SMS: [https://whoosh-bike.ru/sms\\_start](https://whoosh-bike.ru/sms_start);
- Terms and Conditions of using wKey: [https://whoosh-bike.ru/wkey\\_rules/ru](https://whoosh-bike.ru/wkey_rules/ru);
- Terms and Conditions of using NFC-start: [https://whoosh-bike.ru/nfc\\_start\\_rules/ru](https://whoosh-bike.ru/nfc_start_rules/ru);
- Whoosh Privacy Policy: <https://whoosh-bike.ru/confidentiality>.

## **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)** – the right granted by the Copyright Holder to the User in accordance with the Agreement to own and use the IMD in accordance with its intended purpose, from the moment the Lease begins/Rental until the end of the Lease/Rental, according to the rules defined by the Contract. For the purposes of the Agreement, the terms "Rental" and "Lease" are used as equivalent. In case of differences in the terms of the Contract in relation to different cities (territories), the applicable rules are determined by the place of commencement of the Lease./Rental regardless of the place of completion of the Rental/For hire.

**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 feature of the Mobile Application that allows one User to rent several IMDs at once (renting several IMDs is not available in Moscow).

**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 license 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 Speed Limit Zone** — an area designated in the Mobile Application, within which the maximum speed of the IMD can be functionally limited to the value specified in the Mobile Application, using the software and hardware tools of the Rightholder. In the case of such a functional limitation, the IMD will automatically and smoothly switch to a slower speed mode (corresponding to the speed limit) when crossing the boundary of the specified zone upon entering such a zone, and will return to the normal speed mode when crossing the

boundary upon exiting the zone. In this event, both in and outside the speed limit zone, the User independently controls IMD speed taking into account traffic rules and other legal regularions.

**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. License** 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 IMD search, starting and ending a IMD trip, 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 IMD Rental. This may be an area not equipped with a IMD locking 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 IMD is not allowed. When placing the IMD in 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 IMD at the Parking point marked on the map in the Mobile Application with the sign “P”).

**1.14. Traffic Rules** are the traffic rules approved by [Decree No. 1090 of the Government of the Russian Federation dated 23.10.1993 \(with all subsequent changes and additions\)](#). 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 Russian Federation 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 license 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. The user** is an individual (a citizen of the Russian Federation, a foreign citizen, a stateless person) who has reached the age of 16 (and in certain cities (in certain territories) according to the list posted at the link <https://whoosh-bike.ru/cities> - who has reached the age of 18), is not under guardianship, who is not limited in legal capacity by a court, and who does not have health conditions that objectively impede the safe use of the IMD (including conditions that are medical contraindications for driving a vehicle), who accepts (accepts) this Offer in accordance with the rules of clause 3.3 and, as a result of acceptance, is a Party to the Agreement.

**1.20. Beginner Mode** - a functionality, activation of which occurs at the discretion of the User and, upon activation of which, the amount of the license fee for the right to use the Mobile Application, the maximum IMD speed and other technical characteristics change in accordance with section 5.7.

**1.21. The Copyright Holder's website** is the website hosted on the

Internet at: <https://whoosh-bike.ru/>

**1.22. 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.

**1.23. Individual Mobility Device (also "IMD")** a term that includes the concepts of an Electric scooter (clause 1.25 of this T&C) and / or an Electric bicycle (clause 1.26 of this T&C). IMD can include a helmet. In this case, a IMD rental means the rental of a IMD with a helmet.

**1.24. Rates** - conditions that establish the amount of remuneration of the Copyright Holder under the Contract, including a license fee for granting the User the right to use the Mobile Application, as well as a fee for renting a IMD and, if applicable, the terms of use of the Mobile Application. Rates are available in the Mobile app.

**1.25. 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.

**1.26. 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.

**1.27. The Woosh Loyalty Program** is a multi-level system with various discounts and bonuses, the conditions for participation in which are specified in the Whoosh [Loyalty Program Terms and Conditions](#). Participation of Users in the Whoosh Loyalty Program does not require Users to perform any additional actions to join the program in addition to accepting this Public Offer.

**1.28. WKey:** a feature of the Mobile Application available at the Whoosh Loyalty Program levels specified in the relevant section of the Mobile Application activated at the discretion of the User and upon activation of which the User can use to start an IMD Rental and/or end IMD Rental by carrying out a special combination of actions on the IMD in accordance with the conditions specified in the [wKey Terms of Use](#).

**1.29. NFC-start** — a function of the Mobile Application available in certain areas and accessible in the Mobile Application when in a supported area, the activation of which occurs at the discretion of the User and upon activation of which the User receives the option to start and/or complete an IMD Rental if the IMD has a reader using a special card in accordance with the conditions specified in the [Rules for using NFC-start](#).

**1.30. IMD Dashboard** — the top of the steering column with the screen and phone holder.

**1.31. Speed mode** is a feature of the Mobile Application that allows Users to select preset IMD driving modes (Sport, Drive, or Eco) corresponding to a certain maximum speed limit. The specific maximum speed values for each mode are specified in the Mobile

Application, but in any case cannot exceed 25 km/h. Users can switch modes in the Mobile Application.

**1.32. The "Start by SMS" function (also "Start by SMS")** — a functionality of the Mobile Application, the activation of which occurs automatically for all Users and through which the User acquires the ability to start a IMD Card Rental and/or terminate a IMD Card Rental by sending a short text message (SMS) to the number specified by the Copyright Holder, in accordance with the conditions specified in the Rules for using the "Start by SMS" function.

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

### **2.1. License**

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 Offer, **on the terms of a non-exclusive license**, 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 Copyright Holder.

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 Offer.

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.

2.2.3. In the case of movement of the User during the IMD Rental period in several territories where different rules established by this Offer apply, the terms of the Agreement shall apply to the relations of the Parties, determined at the place of commencement of the Lease

(the place of acceptance of the IMD in accordance with paragraph 7.1 of this Offer), regardless of the place of termination of the Lease.

### **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. Acceptance of this Offer is carried out by the User by performing the following set of actions:

3.3.1. User Clicking the corresponding button (the "log in", "register", "ok" button, or a button with any other text designation that functionally ensures User registration in the Mobile Application). At the same time, by clicking the button, as indicated above, the User confirms that he has read the terms of the Offer in full and confirms his consent to conclude the Contract.;

3.3.2. Selecting one of the registration methods specified in the Mobile Application and pressing one of the corresponding buttons (and, if necessary, also providing the information requested in the Mobile Application), including:

a) "Log in via Mos ID" (available when the User is in Moscow and the Moscow region);

- b) "Log in using Sberbank ID"/" Log in with Tinkoff ID"/ "Log in with Alfa ID";
- c) "Log in via Apple"/"Log in via Google" (you will also need a phone number);
- d) "Log in using your phone number."

3.3.2.1. When registering using the methods specified in subparagraphs "c" or "d" of paragraph 3.3.2, the User confirms that he has reached the age of 18.

3.3.2.2. Registration /authorization of the User in the Mobile Application by clicking the "Log in via Mos ID" button is necessary in order to use the full functionality of the Mobile Application, including renting an IMD, on the territory of Moscow. When registering a User in any other way, the Copyright Holder has the right to suspend for such a User the possibility of renting an IMD on the territory of Moscow after making 5 (five) trips (not counting Zero trips) on the territory of Moscow and/or the Moscow region, until the User passes authorization in the Mobile Application by clicking the "Log in via Mos ID" button.

3.3.3. We may also ask you to re-accept the Offer if needed.

3.3.4. In order to use the full functionality of the Mobile Application, including MIM 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 license 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, an Agreement has been concluded with the relevant person, the Copyright Holder has the right:**
- if the User is under the age of 18, immediately terminate the User's access to IMD Rental in cities (territories) according to the list posted on the link <https://whoosh-bike.ru/cities>
- if the User does not meet the other criteria of clause 1.18, immediately terminate the relevant person's access to the Mobile Application (including by blocking the account (User's personal account) and/or unilaterally cancel the Contract.

3.7. If the Copyright Holder has any doubts about the authenticity of

data specified by the User during registration, or bank card data, ownership of the bank card by the User, or compliance of the person registered in the Mobile Application with the criteria specified in Clause 1.18 of this Offer, the Copyright Holder has the right to submit a request in the Mobile Application or in another way for the provision of additional information about the identity of the User, including photographs of their passport or other ID and photographs of the front side of the bank card (without CVV/CVC), and use other available methods to confirm the accuracy of data provided by the User and compliance with the criteria specified in Clause 1.18 of this Offer.

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 Offer);

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

4.1.3. Provide the User with temporary possession and use of the IMD in a technically sound condition;

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 Offer;

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 the Offer
- if the Copyright Holder suspects fraudulent actions using the User's account or illegal actions involving the IMD, other users, or third parties
- if there are any grounds for waiving the Agreement by the Copyright

Holder specified in Clauses 9.2 of this Offer

4.2.3. Process the User's personal data submitted at the moment of registration in the Mobile Application and obtained during the conclusion and execution of the Agreement, incl. transfer particular personal data abroad in accordance with the law. Personal data processing conditions, incl. cross-border transfers can be found in the [Copyright Holder's Privacy Policy](#)

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. Unilaterally amend the Offer (Agreement) (including the price, license fee and rental fee, and the IMD rental conditions) by posting a new version of this Offer with the amended terms of the Agreement on the Copyright Holder's Website (<https://whoosh->

[bike.ru/terms\\_russia/en](https://bike.ru/terms_russia/en)) and/or in the Mobile App with mandatory reading of the amended Agreement terms by the User. The risk of not reading changes to the Agreement is borne by the User. If the User does not agree with the changes to the Agreement, they are obliged to stop using the Mobile App. Acceptance of changes to the Agreement and continued use of the Mobile App after amendments to the Agreement shall be considered consent to all changes.

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 Russian Federation;

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 any doubts regarding the legitimacy of using a registered account, the Copyright Holder has the right to email a request to the address specified by the User upon registration in the Mobile Application for additional information about the User's identity, including photographs of their passport or other ID and use other available methods to confirm the accuracy of the data provided by the User and compliance with the criteria specified in Clause 1.18 of this Offer. The Parties have agreed that if there is a failure to provide a response to the request, the Copyright Holder shall have 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 Offer).

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 Unilaterally terminate the IMD Rental by the User and disable the IMD using technical means if the IMD Rental period exceeds the maximum IMD rental period determined in accordance with Clause 6.1 of this Offer.

4.2.16 In order to ensure safety, test Users before trip, determining their reaction speed, attentiveness and concentration, as well as other

parameters. Such testing can be carried out in the evening, on certain sections of streets or in locations with a large concentration of people. In case of an unsatisfactory test result or failure to pass it, reduce the IMD speed to 15 km/h.

#### **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:**

4.4.1. Before using the IMD, inspect it for damage, check the technical condition of the IMD and its suitability for operation, including during a zero trip (clause 6.5 of this Offer); in particular, when carrying out an inspection and checking the technical condition, it is necessary to make sure that the brakes and gas trigger are working, the body of the IMD intact and without visible damage, the main structural elements of the IMD (including the steering wheel, rack, wheels) are firmly fixed and do not wobble, the phone holder is intact and ensures proper fixation of the phone, in particular when moving on uneven surfaces.

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;

4.4.4.1. Before using the IMD, the User is obliged to familiarize himself/herself with the rules for the safe use of the IMD, posted at: <https://whoosh-bike.ru/safety>.

4.4.5. Not to sublet the IMD to third parties, and to use the IMD personally and not allow third parties to use the IMD rented in the User's account except in cases of Group Rides;

4.4.5.1 The User is not entitled to manage independently or transfer the IMD for use to third parties if such persons have not reached the age specified in clause 1.18 of this Offer and/or do not meet other criteria specified in clause 1.18 of this Offer;

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. Use the Copyright Holder's property carefully and take measures to prevent damage to the Copyright Holder's property. To ensure safety when using the IMD, the User is prohibited from the following actions:

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);

4.4.7.12. The User is prohibited from pressing the End button (or the button with similar functionality but a different name if named differently in the Mobile Application) and Pause button (or the button with similar functionality but a different name if named differently in the Mobile Application) in the Mobile Application while the PMV is in motion. These buttons can only be pressed after the IMD has come to a complete stop.

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](mailto: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 license 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 license 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 Offer, 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 Offer) 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 Offer, 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 Offer, 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 Offer;

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:

4.4.17.1. to carry out movement on bicycle, bicycle-pedestrian paths or a lane for cyclists, the roadway of the bicycle zone;

4.4.17.2. if there are no bicycle and bicycle paths, a lane for cyclists, or there is no possibility to move along them or along the carriageway of the bicycle zone, it is allowed to move along the sidewalk or pedestrian path:

- on an electric scooter;

- on the sidewalk or in a pedestrian area;

- if there are no bicycle and bicycle-pedestrian paths, a lane for cyclists, a sidewalk, a pedestrian path, or there is no possibility to move along them or along the roadway of the bicycle zone, it is allowed to move along the shoulder;

- if there are no bicycle and bicycle-pedestrian paths, a lane for cyclists, a sidewalk, a pedestrian path, a shoulder, or there is no possibility to move along them, and the road is not a motorway and the movement of vehicles at a speed of no more than 60 km/h is allowed on the road, and the movement of bicycles is allowed, movement on the right edge of the carriageway of the road is allowed;

- on an electric bicycle:

- on the right edge of the road;

- on the curb if there is no option to ride on the right edge of the road;

- if there are no bicycle paths or bicycle lanes or no option to use them, as well as no option to ride on the right edge of the road or curb, it is permitted to ride on the sidewalk or in a pedestrian area;

4.4.17.3. 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;

4.4.17.4. 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;

4.4.17.5. comply with the other applicable provisions of traffic rules, including provisions that are not directly listed in this Offer, and to independently bear liability for their violation.

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

- to drive a IMD in a state of alcoholic, narcotic, toxic or other intoxication, as well as under the influence of medications that worsen reaction or attention, in a painful or tired state that jeopardizes traffic safety, as well as to refuse to undergo a medical examination procedure at the request of an authorized public officer
- operate IMD without holding the steering wheel with both hands
- cross the road at above ground, underground and other pedestrian crossings without dismounting the IMD
- cross the road when prohibited by stoplights
- interfere with other road users
- violate traffic rules in accordance with Clause 4.4.17. Offers, including riding in the opposite lane of bicycle infrastructure.

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 Russian Federation.

4.4.20. If the IMD includes a helmet, the User is obliged to inspect the helmet for damage and its suitability for use before using the IMD with the helmet. If the helmet is damaged or spoiled in any other way (with the exception of normal wear and tear), inform the Right Holder before using it. If the User fails to notify the Right Holder about helmet damage before the start of use (with the exception of normal wear and tear), the User is considered to have caused the damage to the helmet during their Rental if such damage was discovered by another [subsequent] User of the same helmet or the Right Holder in the future. The helmet must be returned to the Right Holder together with the IMD in good condition without any damage except for normal wear and tear.

4.4.21. The user is recommended to move on the IMD using protective equipment (helmets, knee pads, elbow pads, gloves and other protective equipment).

4.4.22. When using the IMD, the User is advised to follow measures to prevent the spread of coronavirus infection (in the territory of the city of Moscow, the recommendations of the Chief State Sanitary Doctor of the city of Moscow must be followed), and legislation in the field of sanitary and epidemiological welfare of the population must be observed.

## **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 license 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 Offer, 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 license fee, rental fees, fines and other payments provided for by the Agreement.

5.3. The amount of the license fee and rent as well as the procedures for their payment shall be governed by this section 5 of the Offer, 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 Offer 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.

5.3.1. If applicable, the choice of a specific Rate may also change the terms of use of the Mobile Application (a description of the Rate is available in the Mobile Application). Such conditions may include conditions on the number of IMDs that the User may rent as part of a Group Trip; the duration of the Booking period; the cost of Insurance; cancellation of the blocking on the User's bank card of the deposit provided for in paragraph 5.8 of this Offer, as well as other conditions specified in the Rate description.

5.3.2. After the User has set a route, an information card with the

estimated cost of a trip along a specific route may additionally be displayed in the Mobile Application. This cost is estimated and is calculated before the start of the trip based on the dynamic per-minute Fare, the distance to the final point of the route and the time that the User will spend on a specific route. When calculating the cost, active promo codes, the cost of Insurance, and the cost of a fixed payment may also be taken into account (as defined in clause 5.4.2.1 (a) of the Offer). The estimated cost of the trip is for informational purposes only, the final cost is calculated in accordance with the terms of the Offer and is available to the User after the trip is completed.

#### **5.4. License Fee**

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

5.4.2. The license 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) the license fee for each 1 minute of use of the Mobile Application during the IMD Rental period in accordance with the rate specified in Rates (per-minute rate). Partial minutes are rounded up to the nearest full minute.

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

5.4.3. If the User activates the Beginner Mode, the license fee is calculated in accordance with the conditions specified in the Mobile Application.

## **5.5. Rental Fees**

5.5.1. The rental fee for the IMD Rental period depends on the actual IMD Rental period by the User and is calculated based on the rate set for 1 minute of Rental. Partial minutes are rounded up to the nearest full minute. The rental rate is dynamic and depends on various factors, including the level of demand for IMD and the IMD's battery charge at the start of the ride. The specific rate to be applied to the IMD Rental is specified in the Whoosh Mobile Application when the User selects 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 license 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. If the balance on the User's bank card is insufficient to pay for the Subscription, the activation and/or purchase of the Subscription, except for the Trial period, will not be carried out. In any case, to activate the Trial period, the User must link its bank card to its account in the Mobile App.

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 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).

5.6.12. 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. Beginner mode**

5.7.1. When making the first 3 (Three) trips after registering in the Mobile Application, the User has the right to activate the Beginner Mode, unless otherwise specified by the Rate.

5.7.2. Beginner Mode is activated using the functionality of the Mobile Application by pressing the appropriate button ("Beginner Mode" button) or by switching the IMD to energy saving mode after the start of the trip.

5.7.3. After activating the Beginner Mode, the backlight, headlight and IMD lamp turn on, and the maximum speed of the IMD is limited to 15 km/h.

5.7.4. Activation of the Beginner Mode also entails a change in the conditions regarding the amount of the license fee, in accordance with clause 5.4.3. of this T&C.

5.7.5. When traveling in a group, the number of IMDs accepted for Rent is equal to the number of individual trips.

5.7.6. Starting from the 4th (Fourth) trip, the activation of the Beginner Mode will not be available to the User.

## **5.8. Blocking of the Deposit**

5.8.1. In order to guarantee payment of the license fee, as well as the rent, the Copyright Holder has the right to block the deposit amount of up to 1,500 (one thousand five hundred) rubles on the User's card at the time of the start of the Lease. The copyright holder removes the blocking of the specified amount after full payment of the trip (including the license fee and rent accrued as a result of the trip) By the User, and the funds remain on the User's bank card.

5.8.2. If the aggregate amount of the license fee and rental fee

charged during the trip is less than 500 (five hundred) rubles, the Copyright Holder shall have the right to remove the blocking of the deposit before the User pays for the trip.

5.8.3. If there are insufficient funds on the User's bank card to pay for the trip (including license fees and rental fees) at the time of their debiting in accordance with section 5.9 of the Offer, the amount of the deposit specified in clause 5.8 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.

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

5.9.1. Upon completion of the trip, the following payments accrued during the trip are debited from the User's bank card:

- the license fee specified in clause 5.4.2.1 (a) of the Offer (if applicable);
- the license fee specified in clause 5.4.2.1 (b) of the Offer;
- the rental payment specified in clause 5.5.1 of this Offer.

5.9.2. The funds specified in clause 5.9.1 are debited immediately after the termination of the Lease. If the total amount of payments specified in clause 5.9.1 of the Offer during the Rental of the IMD actually exceeded the deposit amount according to clause 5.8.1. The Right Holder has the right to block the deposit again every time the specified limit is exceeded in accordance with clause 5.8.1. Offers, or debit funds in the amount of the deposit from the User's account until the User has terminated the Lease.

5.9.3. In the event of insufficient funds to cover the payments specified in Clause 5.9.1 of this Offer, or the impossibility of crediting them from the User's account, the Copyright Holder has the right to:

- Credit the funds in full or part to pay the amount owed both during the IMD Rental and after its completion at any time when funds appear on any bank card specified by the User in fulfillment of the terms of the Agreement.
- in case of reaching the User's debt in an amount exceeding the deposit amount, as set out in clause 5.9.2., forcibly terminate the IMD Lease;
- Restrict the User's access to the Mobile Application by blocking their account to prevent the renewal of Rentals until the User has fully paid the amount owed under the Agreement.

The Copyright Holder reserves the right to apply one or more of the measures specified in this Clause at its own discretion. The Copyright Holder shall notify the User of the application of any of the measures in the Mobile Application or by other available means.

## **5.10. Fine Debiting Procedures**

5.10.1. 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.

5.10.2. If, after debiting the fine in accordance with clause 5.9.1 of this Offer, 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 IMD rental period is calculated in minutes and hours. Partial minutes are rounded up to the nearest full minute. The maximum IMD rental period cannot exceed 4 (Four) hours, and for the first 3 (Three) ride of the User after their registration in the Mobile App, the maximum IMD rental period can be reduced by the Right Holder up to 60 (Sixty) minutes. In this case, the maximum IMD rental period is communicated by the Copyright Holder to the User via push notification within five minutes from the start of the ride. 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 rental period of the IMD card is calculated from the moment the "Start Trip" button is pressed in the Mobile Application (or the button of the corresponding functionality with a different name, if it is named differently in the Mobile Application), or from the moment a special combination of IMD control elements is pressed within the wKey function, or from the moment the IMD card is activated using a special card within the NFC-start function, or from the moment the User sends a short text message (SMS) within the "Start by SMS "

function. until the User terminates the IMD card rental by pressing the “Finish” button (or the button of the corresponding functionality with a different name, if it is named differently in the Mobile Application), or by pressing a special combination of IMD card control elements within the wKey function, or using a special card within the NFC-start function, or by sending a short text message (SMS) by the User within the “Start by SMS ” function taking into account clause 6.3 of this Offer, and, upon request by the Copyright Holder in the Mobile Application, sending a photograph of the general appearance of the parked IMD card as confirmation through the Mobile Application.

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 Offer.

6.5. To check the technical condition of the IMD, as well as to read the terms of the Rental, including the terms on the amount of the rental amount and license fee when using the wKey or NFC-start functions , the User has the opportunity to use the IMD for a trial period of no more than 1 minute from the start of the ride and to travel a distance of no more than 50 meters. A ride completed by the User during the trial period (a ride lasting less than 1 minute with a distance of less than 50 meters) is not recognized as an IMD Rental in accordance

with the Agreement ("Zero Trip"). The Rental price and license fee for a Zero Trip, including the license fee provided for in Clause 5.4.2.1 (a), are not charged or collected. If a Zero Trip condition (time or distance) is exceeded, such a ride is not considered a Zero Trip and is recognized as an IMD Rental, the duration of which is calculated in accordance with Clause 6.2 of this Offer.

## **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 A user who does not use the wKey function or the NFC-start function selects a specific IMD card on the card using the Mobile Application. The user scans a QR code or NFC tag located on the IMD card using the phone's NFC reader using the phone's camera. The user using the wKey or NFC-start function selects a specific IMD card at its location and, in the case of wKey, presses a special combination of IMD control elements; in the case of NFC-start, places a special card on the IMD Dashboard; and in the case of the "Start by SMS" function, sends a short text message (SMS) from the phone number linked to his Account to the number specified in the Rules for using the "Start by SMS" function. (in all cases, the User must have a device with the installed Mobile Application in which the User is authorized, and Bluetooth must also be enabled to use wKey).

The following information about the selected IMD card is displayed in the Mobile Application: location, tariff, charge level, as well as information about the choice of Insurance service (the ability to deactivate the service).

When selecting a IMD card, the User must check that there are sufficient funds on the bank card linked to their 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 to rent more than one IMD by one User from one account — A Group trip. In this case, the User can transfer the IMD for management only to third parties who meet the criteria specified in clause 1.18 of this Offer. In the case of a group trip, the User is responsible for all leased property of the Copyright Holder and for compliance with the terms of use of the IMD under the Agreement, and not the third party to whom the IMD was transferred. All monetary obligations related to the use of multiple IMD cards (including payment of royalties, rental payments, and penalties for violating the Agreement during a trip initiated 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 Lease.

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.

The possibility of a group trip is not available in Moscow.

7.1.2. At the moment of pressing the “Start Trip” button in the Mobile Application (or the button of the corresponding functionality with a different name, if it is named differently in the Mobile Application) or at the moment of performing the entire set of actions necessary for accepting the IMD card for Rental in the case of using wKey, NFC-start or “Start by SMS” (in accordance with the Rules for using the wKey function, the Rules for using the NFC-start function, the Rules for using the "Start by SMS" function ) The User confirms the actual acceptance of the selected IMD card and the tariff applied in connection with its use (with respect to both the license fee and the 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://data.whoosh-bike.ru/Документы/Страхование/whooshoffer NS GO PR 49.pdf](https://data.whoosh-bike.ru/Документы/Страхование/whooshoffer_NS_GO_PR_49.pdf), [https://www.alfastrah.ru/docs/whooshoffer NS GO 10.pdf](https://www.alfastrah.ru/docs/whooshoffer_NS_GO_10.pdf).

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 parks the IMD card at the Parking point designated on the map in the Mobile Application by the "P" sign, presses the "Finish" button in the Mobile Application (or the button of the corresponding functionality with a different name, if it is named differently in the Mobile Application), and, at the request of the Copyright Holder, sends a photograph of the general appearance of the parked IMD card through the Mobile Application, and also locks the IMD card to the parking space (to a closed part of the structure in such a way that the cable ensures that the IMD card cannot be used without first opening the lock) if there is a lock and if the parking space is not Virtual. The user using the wKey function can also terminate the Rental while the IMD is at the Parking point by pressing a special combination of IMD control elements. A user using the NFC-start function, when renting a IMD with a reader, can also end the Rental when the IMD is at the Parking point by placing a special card on the IMD Dashboard. The User using the "Start by SMS" function can also end the Rental when the IMD card is at the Parking point by sending a short text message (SMS) from the phone number linked to his Account to the number specified in the Rules for using the "Start by SMS" function.

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 Offer, 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 license 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 Russian Federation.

8.2 If the User delays payment of the license 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 violates the terms of the Agreement, the User shall pay a fine of 500 (five hundred) Rubles for the following violations (if, when committing the corresponding violation, the IMD was not damaged or lost):

8.4.1. finishing a trip in a place not indicated as a Parking Point with a "P" sign on the Mobile Application's map (Clause 7.2.1 of the Offer)

8.4.2. securing the cable to an unsecured part of the parking structure and/or not locking the IMD when the Rental Period has ended (if there is a lock on the IMD and if the Parking is not Virtual) (Clause 7.2.1 of the Offer), for Electric Bicycles — 1,000 (one thousand) Rubles

8.4.3. leaving the Limited Area on the IMD or otherwise moving the IMD outside the Limited Area, providing the User of the IMD returns the IMD to the Limited Area within 30 minutes (clause 2.2.2 of the Offer)

8.4.4. taking the IMD onto above-ground transport (car, bus, taxi, etc.) (Clause 4.4.18.1 of the Offer)

8.5. If the User breaches the provisions of the Agreement, the User shall pay a fine in the amount of 1,000 (one thousand) rubles 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 Offer);

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 Offer);

8.5.3. taking the IMD in the metro, as well riding the IMD inside buildings and in restricted areas or to hard-to-reach areas (entrance

ways, private territory, etc.), or locking it to unauthorized structures (railings of entrance ways, entrance groups of stores and entrance ways, window bars, etc.) or otherwise blocking the IMD (Clause 4.4.7.5., 4.4.18.1 of this Offer);

8.5.4. allowing the battery of the IMD to completely discharge (clause 4.4.7.8 of this Offer);

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 Offer.

8.5.6. cross the road at above ground, underground and other pedestrian crossings without dismounting the IMD (Cl. 4.4.18).

8.6. If the User violates this Agreement and the violation results in the injury of third parties by the User's fault, the User shall pay a fine in the amount of RUB 30,000 (thirty thousand) to 50,000 (fifty thousand), or RUB 100,000 (one hundred thousand) if it results in the death of the victim.

8.7. If the User violates the provisions of the Agreement, the User shall pay a fine of 5,000 (Five thousand) rubles for the following violations (if, when committing the corresponding violation, the IMD was not damaged or lost):

8.7.1. misuse of the PMV and/or Mobile Application

8.7.2. more than one person riding on the same IMD (including with a child), as well as controlling the IMD in violation of any of the provisions of Clause 4.4.7 of the Offer (except for Clause 4.4.7.5).

8.8. The user pays a fine of RUB 10,000 (ten thousand):

If the User commits any Agreement violations specified in Clause 4.4.7.1-4.4.7.3, 8.4-8.6, 8.7.1 of the Offer, and if said violation causes damage to the IMD without its loss (i.e. with the possibility and/or economic justification to restore the IMD).

8.9. The User pays a fine in the amount of 30,000 (Thirty thousand) rubles in case of management of this person or transfer of the IMD for use to third parties who have not reached the age specified in clause 1.18 of this Offer and/or do not meet other criteria specified in clause 1.18 of this Offer, as well as in violation of clause 4.4.5 of this Offers.

8.10. 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 35,000 (Thirty-five thousand) rubles for the S and M model Electric Scooters, and 90,000 (Ninety thousand) rubles for the L model Electric Scooters, and 150,000 (one hundred fifty thousand) rubles for an Electric Bike.

8.11. If the User violates a provision of the Agreement, the User shall pay a fine in the amount of RUB 100,000 (one hundred thousand) for the following violations:

8.11.1. when operating IMD under the influence of alcohol, drugs, or other substances, including drugs that impair reaction and attention, or in a sick or fatigued state that jeopardizes traffic safety

8.11.2. if more than one person is riding on an IMD (including with a child) if the specified violation was committed in Moscow

8.11.3. In the case of managing this person or transferring the IMD for use to third parties who have not reached the age specified in clause 1.18 of this Offer and/or do not meet other criteria specified in clause 1.18 of this Offer, if the specified violation was committed in Moscow.

8.12. Payment of penalties and (or) a fine shall not release the User

from compensation for damage caused to the property of the Copyright Holder.

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

8.14. 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.

8.15. 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. The parents or legal representatives of a minor User are responsible for the actions of such User when using the Whoosh Micromobility Platform in accordance with the law in Russia.

8.16. The user confirms that he is familiar with the provisions of Art. 19 of the Civil Code of the Russian Federation by a ban on acquiring rights and obligations under the name of another person, since speaking in civil circulation under a false name violates the rights of another citizen (the one under whose name the violator acts) and misleads the Copyright Holder regarding the User's personal data.

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

8.18. The User has civil liability in accordance with Clause 8 of the Agreement based on materials including but not limited to materials from law enforcement agencies on the basis of which the User's guilt is established, such as photos/videos received from users, state officials, the media, or other third parties.

## **9. Grounds and procedure for Termination of the Agreement. Changes to the Terms of the Offer and the Agreement**

9.1. The Agreement may be terminated before the end of the period provided for in the Agreement by agreement of the Parties or on the initiative of one of the Parties expressed in a form understandable to both Parties.

9.2. The Copyright holder has the right to unilaterally terminate the Agreement out of court early or refuse to carry out its obligations as per the Agreement for a period of time based on the following:

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. in the event of any violation by the User of the Agreement resulting in the injury, death, or damage to the property of third parties or infrastructure, or creating the threat of causing 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 case of independent management or transfer of the IMD for use by third parties, if such persons have not reached the age specified in clause 1.18 of this Offer and/or do not meet other criteria specified in clause 1.18 of the Offer;

9.2.14. When using IMD for the transportation or towing of goods, transportation of children and animals, or in other cases established by Clause 4.4.7.4 of the Offer.

9.2.15. when operating IMD under the influence of alcohol, drugs, or other substances, including drugs that impair reaction and attention, or in a sick or fatigued state that jeopardizes traffic safety;

9.2.16. in other cases stipulated by the Agreement and/or applicable law.

9.2.17. Confirmation of the grounds for refusal to execute the Agreement in accordance with Clause 9.2. of the Agreement may contain but is not limited to materials from law enforcement agencies.

9.3. If the Agreement is waived by the Copyright Holder, the Agreement shall terminate after the User is notified of such in the Mobile Application.

9.4. This Agreement may be terminated early unilaterally out of court at the initiative of the User if they send a request to delete their account, provided that there is no amount owed under the Agreement (including payment of license fees, rentals, 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. In the event of waiving the Agreement at the initiative of the User, in the absence of any amount owed by the User under the Agreement, the Agreement is considered terminated after ten business days from the date the Copyright Holder receives the request to delete the account. If the User owes any amount, the request to delete the account will not be accepted. After full payment of all amounts owed, the User has the right to re-submit a request to delete their account, and the ten-day period for termination of the Agreement will start after the Copyright Holder receives such a request. On the day of termination of the Agreement, the Copyright Holder deletes the User's account.

9.7. 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 Offer 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 license 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 Offer at any time by posting a new version of the Offer in the Mobile

Application and on the Site of the Copyright Holder at the link [https://whoosh-bike.ru/terms\\_russia/en](https://whoosh-bike.ru/terms_russia/en). Changes in the terms of the Offer 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 Offer.

9.10. The User undertakes to regularly and independently monitor changes to the Offer (Agreement). 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 Offer.

#### **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 Offer 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 Russian Federation.

12.2. 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 Moscow Presnensky District court.

This condition does not exclude or prejudice the right of the User as a consumer within the meaning of Law of the Russian Federation dated February 07, 1992 N 2300-1 "On The Protection of Consumer Rights" to choose jurisdiction in cases where such right is expressly provided for by law.

12.3. 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 Russian Federation.

12.4. 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.

12.5. 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 Company WHOOSH

OGRN [Main State Registration Number] 1187746542180,

INN [Taxpayer Identification Number]

9717068640

Legal address: 127006, Moscow, 21 Dolgorukovskaya St., building 1

Email address: [hello@whoosh.bike](mailto:hello@whoosh.bike)

or Customer support

[support@whoosh.bike](mailto:support@whoosh.bike)