

## **Public offer contract**

Public offer contract is an agreement that entitles you to access RedCatCars portal selection services of options presented by third-party for renting a car without a driver.

### **Terms and concepts used in this offer.**

**Car ("vehicle", "Motor vehicle")** - a vehicle provided by the Lessor for temporary possession and use to the Lessee in accordance with the terms of this Offer, as well as its appendices, the lease Agreement and other documents required for the implementation of the lease.

**The lessor (car owner)** is the owner or a person who has the authority to own the car being leased.

**Lessee (car renter)** - a person who has rented (expressed a desire to rent, lease) a vehicle offered for rent.

**Agreement (offer)** - this agreement of the Parties on all essential conditions in using the services in the form of a Public offer, further unconditionally accepted by the consumer of services in full through its acceptance. The agreement is concluded by accepting this Offer, which contains all the essential terms and conditions, without the parties' own signature. This Agreement is legally binding and is equivalent to a contract signed by the parties. Confirmation of accession to the terms of this Offer (by entering into an Agreement, acceptance) on the Client's side is when the registration on the Site is completed.

**The Contractor's site** - [www.redcatcars.com](http://www.redcatcars.com). The site provides an opportunity, subject to registration of the Client and Authorization of the Client on the Site, to access the car booking, as well as to perform other actions, arising from this Agreement (Offer), and provided for by the functionality of the Site.

**The Client Registration on the Site** – implementation the actions by the Client provided with the instructions set out in the Agreement (appendices to it) on the Site (registration and authorization Procedure), in order to enable the Client to use the Site for the purpose of implementing this Agreement.

**The Client authorization on the Site** - the implementation of actions provided by the instructions of the Site (registration and authorization Procedure) in order to

identify the Client by entering a Username and Password (Generated password), known to the Client and kept secret while using the Site.

**Customer account** — a set of data about a Customer - a user of the Site, used for identification and containing information about the Customer, including personal data entered by them, and serving to manage the Site services on behalf of the Customer.

**Personal account** - an individual section on the Site, which is accessed by the Client by entering a Username and Password known only to him (Generated password) in accordance with the terms of the Site.

**Payment system** - a set of rules, procedures, and technical infrastructure that ensure the transfer of the cost of a rental session from the lessee to the site's settlement account.

**Customer identification** - identification of the Customer.

**Login** – a created or generated Client code entered by the Client to access the Client's Personal account on the Site, together with a Password that is equivalent to the Client's handwritten signature, confirming that the source of actions performed using the Login is the Client.

**Password** - a unique sequence of characters generated independently by the Customer, known only to the Client and used to access Personal account on the Website, in conjunction with the Login component the analogue of a handwritten signature of the Customer confirming that the source of acts performed using a Password is the Client.

**Mobile phone contact number** - the Client mobile phone number, which the Client informs the Contractor when registering on the Site, is used to contact the Contractor with the Client in cases stipulated by the Agreement, legislation, and the Performer sends informational SMS messages.

**Information center of the Contractor** - a center that provides information support to the Client, as well as actions to support the rental process. On the Site, it is equivalent to the terms "Technical support" and "technical support Service".

**An SMS message** is a short text message sent to the Customer's mobile phone Contact number. SMS messages may be sent by the Contractor as part of the Agreement, as well as for informational purposes.

**Car rental application** - actions provided by the Agreement (appendices to it) and performed by the Client using the Site in order to obtain a car for temporary possession and use.

**Rental session** - the time period from the beginning of the lease to its end.

**Traffic rules** — traffic Rules established by law.

**Insurance rules** - obligatory for observance by the Customer of insurance conditions in accordance with the Traffic Law.

**Direct debiting** - debiting funds from the account specified by the Lessee, without obtaining additional consent from the Lessee. Debiting is carried out according to the rules and in cases stipulated by this Agreement.

**Normal use / normal operation of the Car** - careful use of the Car in order to move from one point to another with due care in compliance with traffic Rules, as well as taking into account meteorological features, roadbed features, etc., the absence of traffic on rough terrain, off-road.

**Road traffic accident** - an event that occurred during the movement of a vehicle on the road and with its participation, in which people were killed or injured, vehicles, structures, cargo were damaged, or other material damage was caused.

**Promo code** - a special alphanumeric code that gives the Customer a certain discount when renting a car.

**"Administration", "Site", "Portal", "Service", "Performer"** - authorized representatives of the website owner company "RedCatCars» (MARTA-PLUS O. O. O., 32 Marksovastreet, 6330, Piran, Slovenia).

**"Customer", "User", "Client"** - Lessee or Lessor - an individual or legal entity that uses the resources of the portal for the purpose of receiving/providing search and selection of options (offers) for renting a car (vehicle) without providing vehicle management services.

**"Car rental agreement", "Agreement"** - the main document that defines all aspects of interaction between the Lessee and the Lessor, as well as all possible issues of financial, legal and other responsibility of both parties in the process of implementation of the vehicle lease session.

## **1. *The subject of this agreement.***

1.1. This Agreement is a Public offer of the Contractor to the Customer for a paid usage of portal pages for search/placement of options (offers) for car rental services offered by third parties without providing vehicle management services on the terms set out in this Offer and on the Portal pages.

The customer undertakes to use the portal in accordance with the requirements (conditions) of this Offer, to comply with the Rules set out below, as well as other terms and conditions posted on the portal by third parties – registered users of the Site. The parties of the legal car renting relations – the Lessee and the Lessor before the rental session undertake to enter into written or oral agreements regarding the terms and conditions of vehicle rental and to carry out mutual legal relations associated with the lease vehicle, to own the agreements. The contractor (Marta-Plus company) is not a party to any agreements or contract relations that may arise between the parties in the car lease.

1.1.1. The service is an online network platform where potential Parties of the car rental (the Lessee and the Lessor) can post and search for relevant information, including specific vehicle rental offers, in order to get acquainted with the details of these offers, and, if necessary, use the right to lease the proposed vehicle on the terms offered by the other Party (the potential Lessor) by making a corresponding request on the portal.

1.1.2. Using the Service in accordance with the articles of this Offer, the Customer thus acknowledges that the Service is not a participant of the relationships between the car owner and the car renter, or any agreement between the users of car rental services or any other services and legal relations between them and with any third party on any questions. RedCatCars service is not the organizer of the car rental transaction, intermediary, agent or representative of any User in relation to the proposed / concluded transaction on the portal. Due to placing Ads on the Portal all deals, or any other associated with car rental transactions and other relationships between users are executed without direct or indirect participation in the Service. All responsibility for any actions of the site's clients (Users) lies with the guilty party that violated the Law, or the relevant agreements of the parties stipulated in the rental agreement or in any other agreements. The third parties liability is not part to existing client website agreements, subjects with the legislation articles of the offence country (the offender - a third party side, the vehicle injurer – third party, etc.).

1.2. The Contractor shall provide the Customer with information and consulting services within the scope of the subject matter of this Offer for a fee. In accordance with the terms of this agreement, the Contractor undertakes, on behalf of the Customer (Lessee of the car), to perform the following actions for a fee:

- provide an opportunity to search for a car among the vehicles posted on the Contractor's website in accordance with the rental parameters (criteria) set by the Customer (vehicle Lessee),
- provide a platform on the Contractor's website for the purpose of placing the car (information about the car, vehicle) by the Customer (Lessor of the vehicle) in order to organize the possibility of searching for it by potential tenants in order to lease it to interested third parties.

1.3. The Contractor shall, on a reimbursable basis, assist in providing the Customer with the service of transferring the Lessee's payable lease payments to the Lessor's account, if the lessor grants the Contractor such authority by posting appropriate settings on the Portal, and the lessee chooses the appropriate form of payment for the car rental session.

1.3.1. If in the course of implementing the rental agreement between the lessee and the lessor of a vehicle made by using the Service, any of the parties received income or other material benefit, this, in accordance with the provisions of the Law, is subject to appropriate regulation, including the obligation to be registered as a person engaged in entrepreneurial activities, pay appropriate taxes, have the necessary permits/licenses, and so on. In this case, the Party who received the income or benefit is solely responsible for non-compliance with the relevant Legislation. At the same time, the Service (the company "Marta-Plus") is not a tax agent of the corresponding physical or legal entity that received income or benefit. The specified person is obliged to independently perform all the necessary actions related to the legal regulation of this type of activity, with the payment of relevant taxes and fees in accordance with the legislative provisions.

1.4. Under this Offer, the Customer is entitled to rent at any time different free (available for rent) cars belonging to the Lessor, rent information is available on the website of the Contractor, provided timely and in the proper amount of payment and compliance with other terms of the Agreement, Conditions (Rules) for car rental posted on the website.

1.5. The car is rented for a personal use. The client must comply with:

- the conditions (Rules) of car usage,
- conform to the requirements of the Client set forth herein and the relevant additional requirements of the other party to the transaction (counterparty),
- the conditions (Rules) for the use of vehicles that are an integral part hereof and are binding on the Client.

1.6. In the part not regulated by this Agreement and the vehicle lease Agreement, the relations of the Lessor and the Lessee are governed by the current legislation of the country where the Lessor is located. At the same time, the rules established for Clients by this Offer (in terms of requirements for agreements concluded between the Parties and the desired forms and types of interaction between the parties to the car lease) are of a recommendatory nature and are intended to streamline and simplify legal relations arising between Clients in connection with their vehicle lease. Priority is given to the provisions of the current legislation of the Lessor's country of residence. At the same time, the Service is not a party to the legal Clients relations with each other in matters related to the car renting and in any other matters. The service does not bear any responsibility for the actions of any participant in the legal relationship of the rental agreement, or for damage caused to the vehicle during the period of the vehicle lease.

1.7. by Entering into the Agreement (by joining this Offer), the Client (customer) confirms that he (she):

1.7.1. fully read the terms and conditions of this Offer and appendices to it, Terms (Rules) of car rental with documents, requirements and rules related to the execution of this Agreement (including documents posted on the Contractor's Website of third parties). At the same time, the Service is not a party to the legal relations of Clients that arose as a result of or from the legal relations of the vehicle lease;

1.7.2. understands the meaning of the Agreement (Offer) provisions and undertakes to comply with the requirements set forth in this Agreement;

1.7.3. provided (uploaded in accordance with the established procedure in the relevant section of the portal) valid and relevant personal data for the purpose of entering into and executing this Agreement;

1.7.4. meets the requirements for the Client in this Offer, other documents and provisions posted on the site by third parties, as well as Legal provisions.

1.7.5. agrees with the processing of personal data by the Contractor in accordance with this Offer;

1.7.6. agrees to the placement of systems and sensors in the car that allow you to track the location of the vehicle, as well as possible violations of the Agreement (smoke sensor, GPS beacon, objective tracking systems (telematics and telemetry), video surveillance in the vehicle cabin, etc.), with the recording of conversations when contacting the Contractor's support Service;

1.7.7. agrees that the assessment of legality of penalties (during session), imposed by the authorities for violation of applicable laws; damages caused to the Lessor of the vehicle; damage the vehicle; expenses for the repair of the vehicle; any other expenses is properly reasoned discretion of the Lessor and receives the results of such evaluation, unless otherwise stipulated in the lease Agreement of the vehicle. Payments to be paid must be made in accordance with the procedure established by law, this Offer and the vehicle lease Agreement concluded by the Parties;

1.7.8. is familiar with the contents Of the terms (Rules) of car rental, the text of the lease Agreement, the list of necessary documents when renting a car, the rules for paying for a rent, and other documents and information arising from the activities related to this Offer, as well as with all Annexes and Rules located on the Lessor's page; agrees with the above documents and is ready to use them.

1.8. when using a rental car, the Client (Lessee) undertakes to comply with requirements of current legislation, including traffic regulations, rules Parking, the terms of this Offer and its appendices, the terms (Rules) of the lease vehicles that have a vehicle lease Agreement with the Lessor, use the vehicle with the good faith of the car owner and properly save the vehicle entrusted to them as their own.

1.9. Car rental terms, requirements to the Client and other terms and conditions (Rules) of vehicle rental posted on the portal and the vehicle rental Agreement concluded by the Parties are contained in this Offer and its appendices, which are its integral parts.

1.10. The acceptance confirmation of the terms of this Offer (conclusion of this Agreement, acceptance) is the moment of completing the Client's registration on the Site and performing actions aimed at obtaining or renting a vehicle (vehicle rental application, vehicle booking, filling out an individual vehicle card), since these Site features can only be opened after receiving directly from the Client his / her valid personal data specified in clause 1.7.3 of this Agreement.

1.11. If a person has gained access to the functionality of the Site without the grounds specified in this section (in bad faith), they immediately inform the Contractor. Otherwise, all actions performed on behalf of this person using the Site will be considered as illegal actions performed directly by this person.

1.11.1. The Client undertakes to keep the username and password of his account secret and not to transfer them to third parties. If the client suspects that third parties have access to their account, they should immediately contact the site's support service. Otherwise, all actions of the Client in his account will be identified by the site administration as his personal.

1.12. The contractor is not a carrier, taxi service or owner of motor transport offered by third parties for rent on the Contractor's Website, but provides the services listed in the Subject (article 1) of this Offer. In this regard, LTD "Marta-Plus" is not a party to the vehicle lease Agreement concluded by the Parties, and is not directly or indirectly liable for any of the Parties (its actions or inaction to other persons, any damage caused), as well as for the life and health of the Parties during the period of the vehicle lease Agreement, for malfunctions and any other accidents, including damages arising from the rented car (vehicle) within the framework of the vehicle lease Agreement concluded by the Parties.

1.13. If the Client (Lessee, potential Lessee) refuses to make a lease transaction on the grounds stipulated by Law, Agreement, or rules for renting a motor vehicle, the Lessor (potential Lessor) does not have the obligation to provide a car, (vehicle) of similar properties and quality. In this case, the Renter (potential Renter) has the right to take other rental proposals. The rules for payment or cancellation of payment for a canceled rental are specified on the Portal pages at the time of booking.

1.14. The Client, while using the services of the Contractor, agrees to receive informational and advertising messages from the Contractor, to the mobile phone number and (or) email address specified by the Customer.



1.15. In order to use the services, information about which is posted on the site, Customers must have a Bank account linked to a plastic Bank card (Card).

1.16. If the payment was made by debiting funds from a Bank card account, the refund is only possible to the account of this Bank card, in accordance with the provisions of the Law.

1.17. LTD "Marta-Plus" does not give any guarantees in respect of car owners or cars (vehicles) provided by them. For a car or vehicle (including its technical condition) rented by the Customer using the Contractor's Website, the person who provided it (the Lessor) is directly responsible.

## ***2. Consent to the processing of personal data.***

2.1. The customer consents to the processing by the Contractor provided to them (and received from any third party) your personal data:

name, date, month and year of birth,  
place of birth, series and number of identity document (or equivalent),  
the address information registration by place of residence, driver's license data,  
contact information, including (but not limited to) telephone number, email address, photograph and other personal data related to the negotiation and execution of this Agreement, and acknowledges that by giving such consent, acts on their own will and in their own interests.

2.1.1. Consent to the processing of personal data is given by the Client for the purposes of entering into and executing this Agreement, providing additional services by the Contractor, participating in Promotions, surveys, research (including, but not limited to conducting surveys, research via electronic, telephone and cellular communication), making decisions or performing other actions that generate legal consequences for the Client or other persons, providing the Client with information about the services provided by the Contractor, providing consulting services by the Contractor, including for the purpose of concluding further contracts/agreements with other persons for the purpose of the Client's performance of the Agreement.

2.1.2. The Client confirms that his / her consent to the processing of personal data is valid during the period of storage of The client's personal data by the Contractor.

2.1.3. Consent to the processing of personal data may be revoked by the Client (personal data subject) by sending a corresponding written notification to the Contractor at least 1 (one) month before the date of revocation of consent. If the Client withdraws consent to the processing of personal data, the Operator (Performer) has the right to continue processing personal data without the consent of the personal data subject, if there are grounds necessary to fulfill previously accepted obligations to comply with the terms of this Agreement (Offer).

### **3. Notifications.**

3.1. Any information is transmitted to the Client in the following ways, at the Contractor's choice:

- by placing relevant information at the Performer's location or
- by placing it on the Performer's Website on the Internet, or
- by sending written notifications to the delivery address specified by the Customer correspondence and (or) e-mail address, or by sending SMS messages to the mobile phone Contact number specified by the Client, or
- in another publicly available way.

3.2. the Client agrees that the Contractor has the right to call and send to The client's mobile phone Contact number voice and SMS notifications containing information related to the services provided to the Client, information about changes to the terms of the Agreement (including the Contractor's Tariffs), new services, other news, as well as advertising messages.

3.3. The client agrees that the Contractor is entitled to send to the specified Registration e-mail address (as well as on a different email address contained in your Account) - information regarding changes to the terms of the Agreement, Tariffs, new services, and services provided to the Client, other news.

3.4. The Client agrees to receive information from the Contractor to the mobile phone number/email address specified by Registering on the Site and other documents submitted by the Client Executor. The client is responsible for the

losses caused by the Client's failure to receive and / or receive an unauthorized person voice and SMS messages, and e-mail messages.

#### **4. Customer Requirements.**

4.1. Requirements to the car renter:

4.1.1. the Client, at the time of entering into the vehicle lease Agreement, is legally capable and has the current right to manage the vehicle in accordance with the requirements of the relevant Legislation;

4.1.2. there are no contraindications and restrictions for vehicle management provided by the current Legislation;

4.1.3. the Customer (Lessee) is at least 18 (eighteen) years of age, unless other restrictions are provided for in the terms and conditions for providing the vehicle by the lessors.

4.1.4. the Customer's driving experience-without restrictions (the requirement for the corresponding restriction– the minimum driving experience may be contained in a specific agreement between the Lessee and the Lessor of the vehicle, or in the condition of the vehicle owner to provide the vehicle);

4.1.5. meets the requirements of current Legislation for the person who has the right to manage the vehicle;

4.1.6. has permanent or temporary registration at the place of residence in accordance with the provisions of the Law.

The customer does not have the right to manage the vehicle in accordance with the provisions of the Law if it does not meet the requirements specified in this section, as well as if it is in a state of alcoholic, narcotic, toxic or other intoxication.

The specified requirements for the Client are not exhaustive. Additional requirements, by rental agreement of the parties, may be contained in a specific vehicle lease agreement between the Lessee and the Lessor of the vehicle, or in the condition of the car owner to provide the vehicle.

The lessor has the right not to enter into a vehicle lease Agreement with a person who does not meet the requirements specified in this section, as well as other

requirements set by him personally (at his discretion, in accordance with the provisions on freedom of contract), as well as if the Lessor has any reason to believe that the Client (potential client) may violate the Agreement, The terms (Rules) of the vehicle lease, the vehicle lease Agreement.

The lessor is free to enter into a vehicle lease Agreement and the conclusion of this Agreement is not his responsibility.

The service has no right to influence in any way the conclusion or non-conclusion by the car rental parties of the corresponding vehicle lease Agreement, as well as any other documents.

#### 4.2. Requirements for the vehicle Lessor:

4.2.1. the Lessor - a legally capable person who carries out its activities in accordance with the procedure established by Law, legally and authoritatively owns the leased vehicle;

4.2.2. has the authority to lease the vehicle (the vehicle is the property of the Lessor, or the Lessor has the right recognized by the provisions of current Legislation (specified in the available power of attorney, or provided for by another document) to lease the vehicle at its disposal);

4.2.3. the Client (Lessor) is at least 18 (eighteen) years old;

4.2.4. the vehicle offered for lease by the Lessor is not wanted, is not under arrest, is technically serviceable and, in accordance with the law, can move on public roads.

#### 5. ***The procedure of registration and authorization.***

5.1. In order to enable the Parties (Clients) to perform actions, the Site services are used for placing the vehicle on the site, selecting, applying for a vehicle lease, using the vehicle under the Agreement.

5.2. Using the Site, it is possible to select, send an application for a vehicle rental, book a vehicle, perform actions within the rental Session, place vehicle offers, as well as perform other actions with the vehicle provided for in the Agreement and technically provided by the Site.

5.3. The use of the Site's services is possible only if the Client registers as a user on the Site and authorizes on the Site in accordance with the sequence of actions established by the Site.

5.4. The registration process consists of the following steps:

- Go to the registration form.
- Choice of registration: an individual or legal entity.
- Role selection (car renter, car owner, or both).
- Fill in the appropriate fields, or register via social networks, or confirm by clicking the "register" button.
- Automatically send an email to the user's email address with a link to confirm registration.
- Completion of registration-click on the link from the email to the user's profile in the personal account.

While registering on the Site, the Clients provide the required information about themselves. The amount of information required depends on the selected Client role (Lessee and/or Lessor) and is shown in the corresponding list on the site page at the time of registration.

5.5. The Contractor's Administration has the right to check the data submitted by the Client within 24 hours. Based on the results of reviewing the Client's data, the Client is informed about the possibility to join this Offer, or about the refusal to enter into an Agreement. At the same time, the Performer is not obliged to inform the Client of the reasons for refusal.

5.6. If the Client provides false information, or if the Contractor assumes that the information provided by the Client is false, the Contractor has the right to block the Client's access to the use of the services (or their individual functions) Site related to the execution of the Agreement, as well as delete the Client's Account.

5.7. After fulfilling the conditions specified in clause 5.4. of this Agreement (Offer), the Client's registration is Completed and the Account is activated.

5.8. Upon completion of the Client's Registration, access to the Site services is provided when the Client enters a Username and Password in the relevant parts of the site.

5.9. Client Service authorization is carried out with the introduction of Login and Password. The contractor has the right to set General Password requirements and prevent the use of Passwords that do not meet such requirements.

5.10. After Authorization on the Site, the Client has the right to use the Site services that provide the opportunity to choose, apply for a car rental, book, rent a free vehicle, place the vehicle on the Site pages in accordance with the Agreement.

5.11. The Client undertakes to keep confidential information about the Username and Password, as well as other personal data, including those through which access to the Site services can be obtained on behalf of the Client. If you lose your Username, If there are grounds to believe that this data (as well as other personal data) has been obtained by a third party, the Client must use the contact details specified during Registration to submit a request to the Contractor to block the Account and choose a different Password, and in agreement with the Contractor, also the Username. A request to block an Account is considered by the Contractor within 1 (one) hour from the moment of sending the request. All the risks arising from the Client's failure to fulfill this obligation are borne by the Client.

5.12. The Client confirms that all actions performed using the Client's Account after the Client's Authorization on the Site using Username and Password are the actions of the Client.

## ***6. Procedure for applying for a vehicle lease. Start and end of the rental Session.***

6.1. The Client chooses any available car on the Site [www.redcatcars.com](http://www.redcatcars.com), determining the vehicle's location, model, configuration, and other relevant parameters. When making a choice, the Client is guided by the principle of sufficient funds to pay for the cost of renting the vehicle, additional equipment, and the amount of collateral (if any is provided by the terms of the lease) in the dimensions set by the Lessor of the vehicle.

6.2. The client submits a request to rent the car using the functionality of the Website. After selecting a vehicle, the Customer clicks the "book" button, after which, the car rental application is considered submitted. The rental application can be with immediate or expected confirmation (under the discretion of the car owner).

6.2.2. When booking a vehicle with the instant confirmation function, the Customer is asked to choose the form of payment for rent set by the car owner. If you pay the rental cost (or site Commission) and additional equipment (if available) in the amount and method specified on the vehicle application page, the reservation is considered completed. Both parties (the renter and the owner) receive information about the upcoming reservation, as well as contact information to link each other.

6.2.3. When booking a car with a confirmation function from the lessor, the submitted application is sent to the lessor for confirmation without the Lessee's contact information. Upon confirmation by the car owner application, the renter receives a notification and goes to the payment of the cost of the lease (Commission website). After payment, the reservation is considered completed, both parties receive full information about it and personal contact details for further implementation of the car rental session.

6.3. The Lessor, using the Website functionality, independently sets the amount and method of payment for the renting cost, additional equipment, deposit (if available), other additional equipment or services. At the end of the car selection session and the end of the reservation, the renter sees the full total cost of the car rental session and by clicking the "Book" button agrees to it, accepting the obligation to pay the amount in the manner indicated on the Website.

6.4. The Client has the right to cancel the car rental request at any time prior to the start of the rental Session on the Site. The terms of paid or unpaid cancellation of the lease are specified in each application. By completing a reservation by clicking the "Book" button, the Customer agrees to the cancellation Policy of this reservation and is willing to pay a penalty, if any, provided for in the cancellation terms.

6.5. If it is impossible to provide the required car or if the Lessor cancels the reservation less than 48 hours before the start of the rental session for other reasons, the lessor undertakes to provide the Lessee with a car of the same class (series) or higher (by agreement with the Lessee). At the same time, the rental cost for the Renter and the Site Commission remain unchanged.

6.6. To rent the selected car, the Renter (potential Renter), agreeing on the time and place of the meeting with the Lessor (potential Lessor) by using a section in

the Personal Cabinet of the service and the received contact data, familiarize with all documents and information concerning the upcoming lease.

6.7. Having the car, the Lessee examines the vehicle that is offered for lease and, in the absence of comments on the condition and completeness of the specified vehicle, the Parties conclude oral or written agreements describing their mutual rights and obligations during the vehicle rental session.

6.8. The rental Session is considered to have started if the Client (Lessee or Lessor) has not informed the site administration in writing (to the Site's email address or via a special form on the Site's pages) to the contrary within 24 hours from the start of the Session. After this time, the Site makes a payment due to the Lessor of the amount of rent and additional equipment (if available), minus the Site Commission and the Bank Commission for the transaction, provided that the lessee pays the amount of rent to the Portal's current account.

6.9. After the Site transfers the rental cost to the Lessor, the Site's participation in the interaction process regarding this rental session is considered completed. All other issues are resolved between Clients independently.

6.10. The rental session (period) ends at the end of the time period set when booking a car on the Site. The rental session can only be extended using the Site's service. If the fact of extending the rental session bypasses the Site is established, the Site administration reserves the right to add the Commission due in this case, as well as take other measures to both the Renter and the Owner, up to blocking the account.

6.11. At the end of the rental period and delivery of the vehicle to the lessor, the Parties in oral or written form in personal communication confirm the fulfillment of their obligations, as well as record possible disputes, disagreements and technical condition of the leased vehicle.

6.12. Before the beginning of the rental session, the Website reserves the right to offer any amendments to the terms of the lease of both parties (Lessee and Lessor) including the replacement of the vehicle, and also refuses use of the site for the renting transaction, if the site administration would suspect one of the parties in possible failure rental conditions.

6.13. When making payment for a completed rental session, in addition to The site's current account directly between the Lessee and the Lessor, the Site, after



24 hours from the end of the rental session, has the right to issue an invoice to the Lessor for transferring the Commission payments due to the Site to The site's current account. The lessor agrees that it accepts, processes and promptly transfers the Site's Commission fee to its current account no later than 30 calendar days from the end of the rental session if the Lessee pays the rental amount (including Commission payments) directly to the Lessor.

6.14. In exceptional cases, if it is impossible to use the Site, the Client has the right to contact the Contractor's Information center by emailing [info@redcatcars.com](mailto:info@redcatcars.com) to report any problems. The customer must act in accordance with the operator's instructions.

## ***7. Rules for cancellation***

### **7.1. Cancellation and amendment by the Renter**

- If the cancellation occurs 48 hours before the start of the lease, the funds paid to the site's Bank account will be returned to the Lessee's Bank account, except for the amount of the fine set by the LESSOR. The penalty amount is calculated as a % of the total amount of the rental session, including the cost of additional equipment (if available). The Site Commission is calculated from the amount of the fine.
- If the cancellation occurs less than 48 hours before the start of the rental, the money paid will not be refunded.
- Read the Rental company (Lessor) rules carefully when completing your reservation. If you arrive at the rental office at the agreed date and time and/or have not been provided all the necessary documents to obtain a car, and/or have not provided a credit card with enough funds on it, but failed to provide the required amount of Deposit (if necessary), or have not fulfilled any other Condition of the Rental company (Lessor), Rental company (Lessor) has the right to withhold car. The paid funds are not returned.

### **Amendments (reservation changes) of the Lessee**

You can make changes to your reservation at any time before the rental starts.

If you have at least 48 hours before the start of the rental, the easiest way to do this is in the "Manage booking" section of the Site.

If you need to change something, but you have less than 48 hours to start your rental, please contact the Rental company (Lessor) by phone.

We do not charge a fee for making changes to the reservation, but any changes may affect the rental price.

The price is calculated based on the dates and time of getting and returning the car, which you set before the start of your lease. If you decide to get the car later or return it earlier than the agreed time period within 48 hours before the start of the rental session, no refund will be made for the unused time.

## 7.2. Cancellation and amendments by the LESSOR.

- If the cancellation occurs more than 48 hours before the start of the lease, the funds paid to the site's Bank account are returned to the Lessee in full. In addition, the LESSEE may be paid compensation in the amount of the fine set by the LESSOR for cancellation of the reservation (mirror liability rule), if such is provided in the booking conditions. The amount of the fine is calculated as a percentage which is set by the LESSOR in its booking rules, as the total amount of the rental session including the cost of additional equipment (if available). The LESSOR undertakes to compensate the Site for the amount of the fine paid to the LESSEE and the full amount of the Site's Commission for the full rental session.
- If the cancellation occurs less than 48 hours before the start of the lease, the LESSOR pays the LESSEE, through the Website, compensation in the amount of half of the cost of the full rental session, including additional equipment and / or services (if available). The Site Commission is paid by the LESSOR in full.

### **Amendments (reservation changes) of the Lessor**

You can make changes to your reservation at any time prior to the start of the lease only with the written consent of the LESSEE (via e-mail or a special form of the Site) and only with their written consent (e-mail or form of the Site).

If, before rental start is less than 48 hours, making any amendments and changes into the booking, is impossible, thereof the booking shall be equivalent to cancellation. The exception is to provide the LESSEE with a car of a higher class instead of the reserved one, subject to the written consent of the LESSEE and without increasing the full cost of the rental session.

### **8. Responsibility of the parties.**

8.1. For non-performance or improper performance of obligations under an agreement concluded orally or in writing by the Parties (the Lessee and the Lessor) Agreement on the terms and conditions of the car rental, the Parties are responsible in accordance with current legislation.

8.2. The site is not a party to the car rental transaction, does not take any side, is not responsible for the performance (non-performance) of obligations under the Parties' agreements, warranties and commitments.

8.3. As ensuring the proper performance of its obligations in accordance with the provisions of this Agreement, the Parties provide the opportunity to use a Security payment ("OP", "Deposit") in the amount and in the manner prescribed by car rental Agreements.

The amount of the specified Security payment, as well as the method and terms of payment, retention and refund are determined by the Owner (Owner, Lessor) by agreement with the vehicle Lessee.

A pledge can be secured by an obligation that will arise in the future.

### **9. The order of payment. The Performer's services payment.**

9.1. At the conclusion of the car booking process and by clicking the "book" button, the Lessee undertakes to pay the Lessor the amount of rent in the amount indicated on the Website and the amount of the cost of additional services (rental of additional equipment, etc.) that may be requested for purchase by the Lessee. The Service fee is indicated as a percentage of the paid amount of car rental and additional equipment. In addition (with the appropriate conditions of the Lessor), Lessee shall provide a Security payment (Deposit), which covers confirmed the Lessor's losses due to unfair use of his car during the rental period.

Payment details (details of the Lessee Bank card) are specified on the payment Site page in the Client's personal account.

Details for receiving funds from the lease transaction payment are specified on the payment page service, if the Customer wishes to accept payment by card number, or specified in the personal account - if the Customer wants to receive rental payment on the bank account.

Payments are made by debiting funds from the Lessee's Bank card by the Site. In other cases, the payment is made directly between the Lessee and the Lessor. The contractor has the right to involve agents (payment systems) in the process of accepting and transferring payments.

You can only use the payment systems of those Bank cards which are specified on the Site. Bank cards must support the ability to make online payments.

9.2. When using the rental session payment method via the Site, the contractual amount of rent for the entire period agreed by the Parties, as well as the cost of additional equipment and/or services, are blocked (preauthorized) on the account of the Renter. 48 hours before the rental session start, the amount of money to be paid to the Lessor in the car rental account is fully credited to the service's current account. Also, the service's current account receives payments from renders for pre-issued advance invoices (if this feature is available in the booking conditions).

9.3. After the Service gets the specified amount, minus the amount of the Service's remuneration (indicated as a percentage of the total rental cost), the funds are transferred to the Lessor (minus commissions - the Bank, payment system). The specified payment is possible both by transferring to the specified Lessor Bank card, and to the Bank account (at the Client's choice). This transaction is made 24 hours after the start of the rental session.

The Lessor payment of the rental cost is made through the payment system to a Bank card. The payment system Commission for a transaction is 2.5% of the payment amount. Full payment security and the information confidentiality you entered are guaranteed. Payment reliability is provided by special means. Your personal data will not be provided to third parties under any circumstances.

The Lessor payment of the rental cost is made by the Service by wire transfer from its current account to the Lessor specified Bank account mentioned by the Client. The Bank's Commission for a transaction is 2.5% of the payment amount, and the term is from one to five business days.

9.4. If the parties cancel the transaction before transferring funds to the Service - the blocking of funds on the Client's account is immediately removed. If The parties cancel the transaction after the start of the lease and transfer funds to the Service and, accordingly, the Service sends the cost of the lease to the Lessor after deducting the Service fee in the amount specified as a percentage of the rental amount, the refund of funds received by the Party is made independently in proportion to the unused time (period) of the lease and the cost of additional services. The Service's Commission fee is not refunded.

9.5. Funds are debited from the Customer's (lessee's) Bank card in the amounts provided by the current and published Rates on the Site (specified by the Lessor in relation to each vehicle posted on the Site and offered for rent, the lease term and other conditions).

9.6. The cost of the Contractor's services under this Agreement is indicated as a percentage of the total cost of renting a specific car and additional equipment per day.

9.7. The service reserves the right to notify the Renter the fact of withdrawal in all cases, however, the Lessee undertakes to provide connective sms-informing services himself in order to check card transactions.

9.8. The Lessee may be refused to make payments using a Bank card in cases stipulated by the legislation and this Offer (if there is no Bank card option for making online payments; insufficient funds on the Bank card; incorrect entry of the card number (details); card expiration date, etc.).

9.9. In case of wrong debiting of funds from the lessee's Bank card, the Lessee has the right to contact the Service Administration by email: [info@redcatcars.com](mailto:info@redcatcars.com).

The administration has the right to demand to provide identity documents (scan) and documents confirming the wrong debiting of funds from the Renter's card account (account statements, etc.). The Administration, no later than 10 (ten) business days from getting these documents, considers the application and takes appropriate measures to stop the violation of the rights and legitimate interests of the Renter.

If there are appropriate grounds, the refund is made at the Lessee Bank account that was debited from within 30 (thirty) business days, unless a longer period is established by the internal banking procedures of the respective banks.

The refund procedure is governed by the rules of international payment systems.

Cash refund of funds received by non-cash means is not allowed in cash.

9.10. Customer Bank card Data is stored directly by the Service agent who collects payments. Payment is made in accordance with the international payment systems Rules, while (if applicable) maintaining the confidentiality and security of making a payment using verification methods, encryption and data transmission over closed communication channels is the responsibility of the Service agent directly.

#### ***10. The dispute resolution procedure.***

10.1. Disputes that may arise in the performance of the terms of this Agreement, the parties will seek to resolve in the course of pre-trial proceedings: through negotiations, exchange of letters, clarification of terms, drawing up the necessary protocols, additions and changes, exchange of telegrams, faxes, etc.

10.2. If no agreement is reached, the dispute is resolved in accordance with the current legislation of the Republic of Slovenia.

#### ***11. Protecting the interests of the parties.***

11.1. In all matters not resolved in the text and terms of this Agreement, but directly or indirectly arising from the relationship of the parties, affecting the property interests and business reputation of the parties, bearing in mind the need to protect their legally protected rights and interests, the parties of this Agreement will be guided by the current legislation of the Republic of Slovenia.