

#### **1. SUBJECT MATTER OF THE CONTRACT**

1.1. Electra is an electric mobility service offered by Digital Valley Ltd., a company incorporated in Cyprus with its registered office at Digeni Akrita, 51, GROUND FLOOR, 1070, Nicosia, Cyprus. Digital Valley Limited operates the brand operates vehicle rentals according to the model of short-term, self-service eScooter-sharing for registered customers under the brand name Electra (hereinafter "Electra"). We established a network of sharing electric scooters (hereinafter referred to as "eScooters") via a mobile application that allows the customer to locate, rent and operate an eScooter.

1.2. The terms and conditions (hereinafter "T&C") govern, as of their acceptance by the customer, the relationship between Digital Valley Limited as the operator of the Electra and the customer. The T&C also define the rights and obligations of the customer relating to the Electra eScooter Service.

1.3. The T&C apply to the registration and the rental of the Electra eScooters (individual rental contract) as well as other related legal relationships directly or indirectly. The T&C thus form an integral part of all contracts, agreements, offers and other legal business declarations concluded between Electra and customer. All access and use of the Electra Service implies respect for the T&C by the customer. The Electra Services made available to customers are provided only on the condition that the customers agree to the present T&C. By accepting these T&C upon registration, a customer acknowledges that he or she has read, understood, and agreed to be bound by these T&C.

#### **2. DEFINITIONS**

2.1. "Electra app" refers to the mobile application provided by Electra through which the user can access the Electra Service. It serves as an access medium for the Electra eScooter. The Electra app must be installed on a device.

2.2. "Electra" refers to the electric scooter sharing business operated by Digital Valley Limited, located at Digeni Akrita, 51, GROUND FLOOR, 1070, Nicosia, Cyprus.

2.3. "Electra eScooter" (hereinafter "eScooter") refers to an electric scooter of category L1e as defined under Article 1(2)(a) of Council Directive 2002/24/EC operated by Digital Valley Limited under the brand name Electra.

2.4. "Customers" are natural persons, legal entities or partnerships that have registered themselves in a legitimate and effective manner and thus have concluded a valid framework contract with Electra. Only customers are allowed to drive the Electra eScooter.

2.5. "Electra Services" or "Services" refers to the services offered by Electra as described in the registration (including but not limited to the means of transportation with eScooters via a short-term self-service rental model by Electra) and made available through the Electra website or mobile app and any access through third party sites or apps.

2.6. "Service Area" refers to the geographical area defined by Electra within which the customer may terminate his/her rental by returning the eScooter on a public location of choice located within this area where eScooters are authorized to park. The service areas are visible in the Electra app.

2.7. "Vehicle document" refers to all the documents which are present in the top box of each eScooter: a copy of the insurance certificate, a copy of the vehicle registration document, and the joint accident report form.

2.8. "Parking Fee" means the agreed upon fees for the temporary parking of an eScooter as set forth in the Rate Schedule in par. 12 to these T&C, and as adjusted from time to time.

2.9. "Rate Schedule" means the rate schedule currently referenced at par. 12 of these T&C, and as it may be updated by Electra from time to time.

2.10. "Registration" means the registration process which must be completed on the Electra website or via the Electra app in order to become a customer of the Electra Service.

2.11. "Rental" refers to the time of use of the eScooter by a customer. The rental starts when pressing the "Rent" button via the Electra app and ends when ending the rental via the app.

2.12. "Reservation" refers to the reservation of the eScooter via the Electra app before the rental for a period of 15 minutes.

2.13. "Rental Fees" are the fees agreed upon for the rental of an eScooter as set forth in the Rate Schedule par.12 to these T&C, and as adjusted from time to time.

2.14. "Rules Schedule" means the rules schedule currently referenced at, in Annex 2 of these T&C, which may be updated by Electra from time to time.

2.15. "Accessories" means the helmet, vehicle documents, hygiene hair nets and other items owned by and provided to the customer by Electra that are present in every eScooter.

2.16. "Top box" refers to the storage space provided by Electra that is located on the rear of every eScooter and is used for storing the Accessories.

2.17. "Framework Contract" refers to the agreement entered into by the customer when registering for the Electra service.

2.18. "Individual Rental Contract" refers to the agreement accepted by the customer for each individual rental of a Electra eScooter.

2.19. "Terminal" means Internet-enabled PCs, smartphones or tablet PCs.

2.20. "Electra Trackingbox" is the board computer which is located in every Electra eScooter.

## 3. INDIVIDUAL RENTAL CONTRACT AND RENTAL PERIOD

3.1. Only properly and effectively registered customers can book the Electra eScooter.

3.2. The individual rental contract is concluded as soon as the customer starts the rental process by connecting a mobile terminal with the eScooter in the sense of par. 6 and the Electra tracking box is activated by the start of the eScooters (releases sound and the lights of the eScooter start to light) vehicle electrics.

3.3. The rental period begins with the conclusion of the individual rental contract and ends in any case, if the customers have terminated the leasing procedure according to par. 9.

3.4. The maximum rental period for a single rental contract is 24 hours.

## 4. DRIVING AUTHORIZATION

4.1. Customers of Electra can only be natural persons, legal entities or partnerships who have concluded a valid framework contract with Electra and are entitled to use the service according to the following criteria:

• Have attained a minimum age of 18 years

• Those that are in possession of a valid driving license to drive a motorcycle or moped and; the driving license has been issued by Cyprus or by another Member State of the European Union, Switzerland, Lichtenstein, Norway or Iceland, or has been accepted as an international driving license in connection with the respective national driving license, provided that they authorize the use of a moped in Cyprus.

- Is carrying the said driver's license and fulfilling its requirements and conditions.
- Have not taken any drugs, alcohol or medications that could impair their ability to drive.

Provided that should statutory licencing requirement for electric scooter of category L1e as defined under Article 1(2)(a) of Directive 2002/24/EC change, driving authorisation for the Electra eScooters will change accordingly.

## **5. BILLING ACCOUNT**

5.1. The customer must select a payment method (debit card or credit card) and provide the associated information to register with Electra and to rent, reserve and use the Electra eScooters. Customers may, at any time, change and adapt this information.

5.2. The customer grants Electra the right to charge the provided account for the registration and all leases, as well as any other fees that are invoiced to the customers in connection with the rental (such as usage charges, expenses in the event of violations of traffic rules, contractual penalties, damages incurred to the vehicle, etc.).

## 6. RESERVATION, BOOKING AND DEPARTURE

6.1. Electra eScooters, which are displayed as "available" in the Service area in the Electra app, can be reserved for up to 15 minutes by selecting the available eScooter and press "Reservation". Electra reserves the right to refuse the reservation if there are doubts about smooth handling of the vehicle. During the 15-minute reservation period, the customer can delete his/her reservation via the app. If the reserved eScooter is not used by the customer within 15 minutes after the start of the reservation, the eScooter is again released for use by other customers and is marked as "available" in the Electra app.

6.2. The eScooter is activated by pressing the "Rent" button in the Electra app, by which the customer accepts the rental tariffs.

6.3. The customer agrees to report any material damage they have observed on the eScooter via email (support@electra.space) or by calling the customer helpline before starting the trip.

Examples of damages to be communicated to Electra:

- Flat tire
- Damage to the bodywork of the scooter
- Damage to the top box or missing helmets
- Mirror damaged or missing mirror
- Broken or bend brake handles
- Damages to the seat
- Broken stand
- Any damage that may affect the safety of the driver when driving the vehicle.

6.4. The customer is allowed to temporarily park the eScooter both in and outside the service areas. However, an eScooter can only be permanently parked and a ride can only be completely terminated inside one of the service areas. A special Parking Fee applies to the temporary parking of an eScooter as set out in the Rates Schedule par. 12 to these T&C.

6.5. In the event of a disruption of the usage process, Electra can call the customer on the mobile number stored in his personal information, to determine the cause of the disrupted usage process. If there is reason to suspect contravening conduct, Electra is entitled to prohibit further use of the eScooter.

## 7. CUSTOMER'S OBLIGATIONS AND RESPONSIBILITIES

7.1. Upon registration and by accepting these T&C the customer confirms that he/she has sufficient experience to drive a scooter of the category as the Electra eScooter as per statutory requirements of par. 4

7.2. Upon registration and by accepting the T&C the customer confirms that he/she is in possession of a valid driving license in Cyprus to drive the eScooter.

7.3. The customer is to ensure the traffic safety of the eScooter before each trip through a visual inspection and testing of the brakes.

7.4. Electra eScooters are only to be used in a safe state of transport and operation and the customer has to comply with all legal obligations, particularly related to road traffic and traffic regulations.

7.5. The customer is to keep personal data stored on the Electra system up to date, particularly mobile numbers, email addresses and payment data.

7.6. In case of an accident, equipment failure or theft and vandalism, the customer is obliged to follow the procedure as set out in par.8 of this document.

## 8. REPORTING IN CASE OF ACCIDENT, DAMAGE, THEFT AND DEFECTS OF THE ESCOOTER

8.1. Accidents, damage, theft, defects and destruction of the eScooter must be reported to Electra immediately by telephone via the Electra Customer Support Centre on (+357) 800 77 434. The customer must provide the necessary assistance and remain at the scene until a Electra representative arrives. The following information is to be provided to Electra:

- Date, time and location of incident;
- Identification of any other vehicle involved (e.g. license plate, make and model);
- Insurance information for third party vehicles involved (e.g. policy number, name, address and phone number of insurer);
- Contact information of third parties involved;
- A statement explaining the circumstances surrounding the incident;
- Photos of the damaged vehicles and accident site (where possible).

8.2. In the event of minor accidents, the "Front to Rear Form" must be completed by the customer and the thirdparty driver. If serious damage was incurred by either vehicle the customer must call Cyprus Police. If any person was injured in an accident involving the eScooter, then the customer must call the Emergency services on 112 or the Police. The customer must remain on site until the the Police arrive and provide all the information requested. The vehicles should not be moved unless under by the order of a Police Officer.

8.3. Customers must ensure that all necessary measures to mitigate damage and to safeguard against faults are made.

8.4. In case of theft of an eScooter or vandalism by unknown third parties (parking damage, accident with driver's hit and run) occurring during the rental period, the customer must immediately contact the Electra Customer Support Centre on (+357) 800 77 434. The customer has to file a complaint with the police and provide Electra within 48 hours with a copy thereof under the following address: Digeni Akrita, 51, GROUND FLOOR, 1070, Nicosia, Cyprus.

8.5. These obligations shall not apply to the customer if he/she was removed from the scene due to incurred injuries or was excused.

8.6. In the event of an accident, the rental contract is terminated only after the proper return in compliance with par. 9 and the usage charges are calculated accordingly.

## 9. RETURNING OF THE ESCOOTER AND TERMINATION OF RENTAL

9.1. To return an eScooter and terminate its rental, the customer must ensure to return the vehicle within the designated service areas. The respective service area is displayed in the Electra App. Should the rental be terminated outside the service area, a fee shall apply according to Annex 1. The eScooter is to be placed properly in accordance with the traffic regulations in a parking space in the public transport area. Any infringements of

traffic regulations and associated fines are to be carried by the customer and will be charged to the customer's account.

9.2. The eScooter must be placed in such a location within the service area where a internet-compatible mobile phone connection can be established at the location of the eScooter. If this is not the case, the customer must relocate the eScooter to a position within the Service area that complies to the above-mentioned condition.

9.3. The rental shall not be terminated on private or commercial premises that are inaccessible to other customers. The eScooter must be accessible by everyone at any time after the rental period has ended.

9.4. The customer has to ensure that all vehicle documents, helmets and other Electra accessories are properly stored in the top box.

9.5. Customers must ensure that no waste or gross contamination remains on and in the eScooter at the end of the rental period. Should waste or gross contamination still remain, Electra is entitled to charge the customer for any cleaning costs.

6 The rental is terminated by pressing the "End" button on the Electra app, which switches off the eScooter engine and electrical system. If the rental is not terminated by the customer, the rental will continue, and all charges shall be carried by the customer. If for any reason (technical or otherwise) the rental cannot be terminated via the app, the customer must immediately call the Electra Customer Support Centre on (+357) 800 77 434. Any additional rental costs due to prolongation of the rental period as a result of problems at the end of the booking will be refunded to the customer, but only if the fault is not that of the customer.

#### **10. INSURANCES**

10.1. Electra eScooters are insured in accordance with the Motor Vehicles (Third Party Liability Insurance) Law of 2000 or any Law amending or substituting the same.

10.2. Electra provides liability coverage for damages arising from a customer's use of an eScooter if the customer complies with all rules and requirements of these T&C and the terms and conditions of the policy of insurance. The customer must comply with the requirements set out in par. 8 of the present T&C in order to benefit from Electra's liability coverage. The cost has to be paid at the end of the rental contract. The customer is fully liable for any damage caused by improper handling or operation of the eScooter as well as due to deliberate acts.

10.3. The customer assumes liability for all damages and injuries caused in relation to accidents caused while he/she was driving the scooter when under the influence of alcohol or drugs. If the insurance company is legally obliged to pay compensation to third parties as a result of such an accident, the customer is liable to compensate the insurance company in full for all costs incurred, including legal expenses.

#### **11. LIABILITY OF ELECTRA**

11.1. Except to the extent that any loss or damage is due solely to Electra's negligence, Electra shall not be liable, regardless of the legal grounds.

11.2. The personal liability of the legal representatives, vicarious agents and employees of Electra for damages caused by slight negligence is excluded.

11.3. Electra shall not be responsible for any loss of, or damage to, any goods in or on the eScooter, including customer's mobile device that is running the Electra app, nor shall it be responsible for any loss or damage to third parties for the actions taken by any customer during the period that the customer is responsible for an eScooter.

11.4. Electra shall not be liable for the incorrect working of the services, certainly not in the event of e.g. poor internet coverage due to any cause (customer's network, weather conditions, geographic location, network fallout, etc), lack of GPS signal, hardware fallout, and any event of force majeure.

11.5. Electra is not liable for indirect damages, consequential damages, lost profits, pure pecuniary losses, interest losses and losses arising from claims of third parties or against third parties that are not contractual partners.

11.6. Insofar as no statutory or contractual limitation or limitation period applies, all claims against Electra shall be forfeited if they have not been judicially recognized in writing within one year from the knowledge of the claimant of the damage or explicitly acknowledged by Electra in writing.

#### 12. LIABILITY OF THE CUSTOMER, CONTRACTUAL PENALTIES, EXCLUSION OF USE

12.1. Customers are liable to Electra for any damage caused by them or their passengers. This includes, in particular, the removal, damage or loss of the Electra eScooter as well as helmets and other accessories. Customers shall also be liable for full compensation if the damage or loss of the Electra eScooters or any other damage has occurred by the fact that the customers or third parties for whom they are responsible are culpably against the present Electra rental terms, legal provisions or the general conditions of the Motor Vehicles (Third Party Liability Insurance) Law of 2000 or any Law amending or substituting the same have been violated and thereby the insurance protection has been impaired. In case of the liability of the customers without insurance protection of the vehicle insurance, the customers are free of claims by third parties.

12.2. In the event of a self-inflicted accident, the liability of the customers extends to the amount of the agreed self-participation and also to the claims costs such as expert costs, towing costs, impairment, loss of rental costs and additional administrative costs. The limitation of liability to the amount of self-participation does not apply in the case of a mechanical damage caused by customers due to faulty operation, negligence or breach of par. 7. In the event of damage to an eScooter, the liability of the customers is limited to the respective deductible amount, if the eScooter was used in accordance with the contract and the damage was reported immediately.

12.3. Customers shall undertake to pay a contractual penalty in the amount of  $\in 100$  if they have left the eScooter in the hands of unauthorised drivers. The assertion of further damage remains unaffected. The contractual penalty in the amount of  $\in 100$  is counted in this case.

12.4. Customers are fully liable for any legal violations committed by them, in particular for violations of traffic regulations and regulations during the period of use and in connection with the stopping of the eScooters.

Customers shall indemnify Electra from all penalties, warnings, costs and other expenses incurred by the authorities or other bodies on the above-mentioned violations of Electra. In order to compensate for the administrative costs incurred by Electra for the processing of inquiries addressed to the prosecution authorities in order to determine the administrative irregularities and offences committed during the rental period, Electra will receive 15% of the costs incurred per case. Unless the customer proves that Electra has incurred no or a smaller expense, Electra is, with appropriate proof, not allowed to claim further damages.

12.5. In case of serious culpable breaches of contract, including a delay in payment, Electra can temporarily or permanently exclude the customer from the vehicle use with immediate effect and block the Electra app. The exclusion will be communicated to the customer by e-mail.

## 13. RATES AND PAYMENT OF REGISTRATION AND RENTAL ("RATES SCHEDULE")

13.1. General: The customer agrees to pay all amounts and fees related to the Electra services, including but not limited to those listed below:

- Sign Up Fee (if applicable)
- Rental fees
- Parking fees for the temporary parking of an eScooter
- Penalties
- Insurance excess in case of accident, loss, theft or damage to the eScooter
- Costs incurred by Electra (incl. bank and legal fees) to receive the amounts owed by the customer
- 13.2. SignUp, rental and parking fees
- Sign Up Fee: €1. The fee will be added to the customer's Electra account as credit.
- Rental fee: €0.25 (incl. VAT) per minute. Every rental period begins after starting the ride via the Electra app by pressing the "Rent" button and finishes when terminating the rental via the app by pressing the "End" button.
- Parking fee:  $\notin 0.10$ (incl. VAT) per minute. When temporarily parking the eScooter the customer will pay a parking fee of  $\notin 0.10$  per minute until the parking period is terminated.
- Every started minute of rental is booked and billed as a full minute.
- The types and amounts of additional fees and penalties are presented in Annex 1 of these T&C.

## 14. SECURITY DEPOSITS, FEES, PAYMENT, DRIVING AND PARKING MINUTES

14.1. Security Deposit: The customer may be required to pay Electra a refundable security deposit, dependent on their use, or because Electra determines (at its sole discretion) that the customer, or potential customer, may present a higher risk than other potential customers.

A deposit may be withdrawn from the customer's bank card to:

• Ensure the payment of up to a  $\in 100$  the customer is liable for in case of accident or theft without third party involvement.

- Ensure the payment for the use of the Electra Service.
- Ensure the return of the eScooter and the payment of damages that are the customer's responsibility.
- Ensure the payment of penalties incurred by the customer in case of non-compliance with the customer's obligations under the framework and rental contracts.
- Ensure the payment of all fees that may be caused by any breach of a customer's obligations.

14.2. Fees: The customer agrees to pay to Electra the rental and parking fees and other charges and fees as set out in these T&C. The prices are always shown on the valid price list. These are gross prices. Payment is due at the end of the individual rental contract.

14.3. Payment Method: All major Debit and Credit cards are accepted. Electra shall ensure that the payment method provided is valid and authenticated.

14.4. Pre-Authorization: Electra may seek pre-authorization of customer's credit card account prior to a fee or cost becoming due to verify the credit card is valid and/or has the necessary funds or credit available to cover such fees or costs. Such pre-authorization may be in an amount up to the full replacement cost of an eScooter. These pre-authorizations will reduce customer's available balance by the authorization amount until it is released or reconciled with the actual charge. The customer should contact his/her card issuer if he/she has additional questions regarding the removal of an authorization amount from a statement. Charges occur within a reasonable time of the transaction or shortly thereafter, and multiple charges during the same period may be aggregated together.

## **15. CANCELLATION, TERMINATION OF THE FRAMEWORK CONTRACT**

15.1. Termination by customer: The customer may terminate the framework contract (registration) and thereby the use of Electra services at any time without cause upon a two-week written notice to Electra. The notice has to be sent to Electra by email at support@electra.space. The termination of the contract by the customer can only be effective once all due amounts have been paid to Electra.

15.2. Termination by Electra: Electra may terminate a customer's framework contract (registration) and thereby the use of Electra services at any time without cause upon one-week written notice to the customer. Electra may, at any time, without notice, immediately terminate the framework contract if the customer fails to pay any sum due under these T&C or breaches any of the customer's obligations under these T&C. Electra reserves the right to terminate the framework contract at any time if the customer's driver's license is or has been discovered to be suspended, revoked, invalid or if the customer is convicted of driving under the influence of drugs or alcohol, reckless driving, or driving over the speed limit. Electra may, at any time, without notice, immediately terminate the framework contract if the customer does not comply with any term or condition specified in the T&C or the website or app.

15.3. Suspension of Services: Electra reserves the right to temporarily suspend a customer's access to the Electra services at its sole discretion.

## **16. CONFIDENTIALITY, DATA PROTECTION**

16.1. Electra commits to the protection of all customer's data and to treat all information provided to them confidentially and not to pass it on to third parties except as required by law and in order to register a claim under its insurance policy. The insurance company is entitled to process customers' data in accordance with the law in order to meet its obligations under the insurance policy and to settle claims made by third parties against the customer or against Electra.

16.2. By entering into a framework contract (registration) with Electra and using the services, the customer provides Electra with personal data including but not limited to a person's name, e-mail, address, phone number, driver's license and identity card. When processing such information, Electra complies with all of its obligations under the Law 125(I)/2018 and the European General Data Protection Regulation (No. 2016/679) on the processing of personal data.

16.3. The customers expressly agree that their data is stored by Electra as part of the business activities of Electra and (electronically) processed.

## 17. CHANGES TO T&C

17.1. Electra is entitled to amend or supplement these terms and conditions at any time, in particular for future single rental contracts, unless this is not reasonable for the customer. To this end, Electra notifies its customers in good time of the changes (in writing or by e-mail) and publishes them on the Electra website www.Electra.mt. If there is no objection of the customer regarding the changes of the T&C, which must take place within one month after the notification, the changed T&C apply as accepted by the customer. In the notification, the customer is expressly informed of his/her right of objection and the definition of the opposition period. In the event of customer's objection to the amendment or supplement to the T&C, Electra shall be entitled to terminate the basic contract with the customer on the basis of these T&C with a notice period of four weeks.

# INFRINGEMENTFEEReturn place outside of service area€25Parking of scooter in private parking€25Parking of scooter in prohibited areas or causing obstruction€25Service trip caused by customer€25Battery failure due to negligence of user requiring service technician€75Repair or cleaning of scooter as a result of violations of customer's obligations€25\*

#### **ANNEX 1 - ADDITIONAL FEES AND PENALTIES**

Damage or theft of scooter due to customer's violation of rental conditions	up to €2,500*
Security infractions (e.g. drive without helmet)	€25
Use of scooter by an unauthorised person	€100
Leave top box unlocked	€25
Loss or damage of helmet	€50
Battery loss or destruction by manipulation	€500
Loss or damage to vehicle documents	€15
Processing fee for traffic offences	15% + Fine
Administrative fees for late payment	€15
Non-compliance with assistance procedures (damage to scooter, bodily harm, etc)	€25

\*Depending on cost of repair. The customer will be issued with an Invoice detailing all the repairs made.

#### **ANNEX 2 – RULES SCHEDULE**

In addition to the rules and obligations set forth in these T&C, customers are required to abide by the rules set forth in this Rules Schedule. By becoming a customer, you are deemed to have accepted and agreed to abide by the rules set forth below. Failure to abide by this Rules Schedule may result in suspension or termination of your account and use of the Electra service.

#### Who May Operate an eScooter?

1. Only customers in good standing may operate an eScooter. Non-customers are expressly prohibited from operating an eScooter. Subletting or re-letting of the eScooter to another person, even to another customer, is expressly prohibited.

- 2. Only persons over the age of 18 may become a customer and may operate an eScooter.
- 3. A maximum of two persons may ride an eScooter at a time.
- 4. Customers without a valid license are prohibited from renting an eScooter.

#### **Prohibited Uses**

#### Electra eScooters shall not be used as follows:

- 1. By anyone not wearing a Helmet.
- 2. To propel or tow any vehicle, trailer, or other object.
- 3. To instruct any person in the operation of an eScooter.
- 4. To ride in undesignated bicycle lanes.

5. To carry a passenger if the driving licence held by the customer does not allow it.

6. To transport animals of any kind or nature, living or otherwise.

7. During a race, competition or to perform stunts or tricks.

8. By a customer while under the influence of drugs or alcohol.

9. During the commission of a crime or other illegal activity.

10. In a negligent or abusive manner or for any use outside the scope of an eScooter's intended purpose (violating a traffic law, or receiving a ticket in an accident is not automatically a violation of this provision, but may be an indication that a violation of this provision has occurred).

12. By anyone who has provided Electra with false information in order to become or remain a customer.

13. To carry any hazardous goods or more than 20 kilograms of personal effects.

14. While there is inclement weather, including heavy rain, electrical storms or strong winds, which make it more dangerous to operate an eScooter.

15. While texting, emailing, using a cell phone, or otherwise using a mobile device other than to operate the eScooter that may distract from driving safely or otherwise engaging in any activity that may be prohibited by law.

#### **Reserving an eScooter**

1. Scooters are available to customers on a first-come-first-served basis via reservation on the Electra app. Customers using an eScooter on a first-come-first-served basis will be billed for the time they use the eScooter according to the Rate Schedule.

2. If a reservation is made available by Electra, customers shall make such reservation via the Electra app in advance of use and will be billed at the time of the rental, although not for the time of the 15-minute reservation. Customers may cancel or change an existing reservation via the Electra app within fifteen minutes after the reservation was made.

#### Scooter Use

1. The customer is to return the eScooter at a public location or any other places where it is authorized to be parked and is within the designated service areas which can be found on the mobile app.

2. The customer must ensure that the eScooter retains sufficient charge to be returned to one of the Service areas. If the customer fails to do so, Electra will apply a service charge as set out in Annex 1 to return the eScooter to one of the service areas.

3. Prior to operating an eScooter, the customer is required to inspect the eScooter for any signs of damage and must inform Electra immediately if any such damage is observed via the Electra Customer Support Centre on (+357) 800 77 434. If the customer fails to inform Electra, he/she may be liable for the costs incurred of repairing the eScooter. For the customer's own safety, the use of an eScooter is prohibited if any of the following equipment is not in good working order: tires, brakes, lights and signals, or mirrors.

4. Customers are responsible for all charges and costs incurred, and any damages, related to the eScooter from the time a customer activates an eScooter until it is returned and secured at its designated location in one of the service areas.

5. The customer is responsible for any violations, including but not limited to traffic violations incurred, including fines for late payment and any processing fees, due to the customer's use of an eScooter. The customer agrees to pay for all violations incurred. Such violations must be reported to Electra as soon as reasonably possible, but in any event, in advance of the deadline to respond to the notice of violation. If the customer fails to pay for any violations incurred, and Electra pays such violations, the customer agrees that Electra may charge the customer's payment method on record in accordance with the agreement.

