



“Novye Transportnye Sistemy” Limited Liability Company

121596, 2 Gorbunova bld. 3, premises 2, room 1, city of Moscow, email: [we@citydrive.ru](mailto:we@citydrive.ru)  
INN (Taxpayer Identification Number) 7704314221, Tax Registration Reason Code (KPP) 773101001,  
OGRN (Primary State Registration Number) 1157746368999

Approved by an order  
of the CEO  
No. 4-31/08-2022 dated 31.08.2022

THE AGREEMENT

**the lease of the vehicle without crew**

Moscow

NTS LLC in the person of chief executive officer Sergeev Aleksey, acting on the basis of the Articles of Organization, hereinafter referred to as Lessor, on one hand and a private individual, hereinafter referred to as "User" on the other hand—collectively referred to herein as "Parties"—enter into the present agreement in the form of accession—hereinafter referred to as "Agreement"—about the following:

1. DEFINITIONS

All following words and phrases, if capitalized, mean the following in the present Agreement, unless otherwise specified in the Agreement:

**A Car (including E-Vehicle)** is a vehicle that the Lessor lends to the User for a short-term rent and use as regulated by the present Agreement, which the Parties entered into by joining the User to the terms of the Agreement.

**An E-Vehicle** is a vehicle driven exclusively by an electric motor and charged using an external source of electricity.

**E-Mobility charging station** is an electric vehicle charging station.

**Systematicity** is a sign indicating that a person has committed two or more identical or similar offenses.

**Rent**—the use of the Automobile, in accordance with the purposes identified in the present Agreement, from the time of beginning of the rental period until its termination abiding to section 7 of the present Agreement. The transfer of ownership of the Automobile to the User is prohibited.

**Petroleum, Oil and Lubricants (POL) – gasoline AI-92 or AI-95**

**Other payments** shall mean payments to be made as a result of the Car usage by the User, causing damage to the Car and the Lessor’s equipment inside the Car, causing damage to third parties and their property, violating any rules of conduct and usage resulting in expenses, losses in the form of the Lessor’s lost profit, fines, penalties etc.

**MKAD**—Moscow Automobile Ring Road.

**KAD**—Saint Petersburg Ring Road.

**Car order** - a service provided by the Lessor when the Car is delivered to the User at a specific place and time.

**Mobile Software Application "Citydrive" (hereinafter—Mobile App)**—a software application provided by Lessor, which the User installs on one’s mobile device allowing access to Lessors services.

**The website of the lessor** — <https://citydrive.ru>

**Debiting Without Acceptance**—debiting of monetary funds from an account specified by the User without one’s additional acceptance. Debiting happens in cases and in accordance with the present Agreement.

**Normal Use of the Automobile**—careful use of the Automobile for the purposes of travelling from one point to another with due precautions abiding to the road traffic regulations ordained by the government of Russian Federation (hereinafter road traffic regulations), accounting for weather conditions, road condition, etc., not driving on rugged terrain or off-road.

**Unused Booking**—booking, after which the User does not initiate the Rent of the Automobile as well as an order for which, from the time of pressing the "Book" button in the Mobile App to the time of pressing the "End Rent" button in the Mobile App, the engine had not been started.

**Fake Account**—an account created using unauthentic information, documents that are not original, information or documents belonging to another person, etc.

**Drift**—a motion in a circular trajectory or driving the Automobile using sharp turns.



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**Road Traffic Accident**—any event involving: one or two, or more vehicles that occurred in the course of motion involving human death or injury; damage to vehicles, structures, goods, or any other material loss, including, but not limited to collision with other vehicles, mobile or stationary obstacle; running over an obstacle and so forth.

**Structurally Lost Vehicle** – an Automobile that cannot be restored, the amount of the cost of restoring repair of which exceeds the percentage of the insurance amount assessed by the insurance company under the insurance policy, and in the absence of an insurance policy, 75% of the market value of the Automobile at the time of the Road Traffic Accident.

**Services for checking administrative fines** – websites or software owned by the Partners of the Lessor that receive information about administrative fines imposed on individuals, legal entities and individual entrepreneurs by integrating their software with the services of the traffic police, the Association of International Road Transport Carriers, the Moscow State Automobile & Road Technical University and other electronic services.

**Partner (Partners)** – legal entities and individual entrepreneurs with whom agreements have been concluded for the provision of various types of services, in order to fulfill the obligations of the Lessor to the Lessee under a Vehicle Lease Agreement without a Crew.

**Subscription** - an option whereby the User has the right to own and use the Automobile for a fixed period at a price previously established by the User indicated in the Mobile Software Application.

**Economy/Comfort/Premium** – a class of vehicles united by the Lessor based on their technical characteristics, comfort level, as well as the purchase price.

**Economy Class Vehicles** – automobiles of the following brands/models: Smart forfour, Smart fortwo, Smart forfour soft-top, Smart forfour turbo, Smart fortwo turbo, Smart fortwo cabrio, Hyundai Creta, Hyundai Solaris, Kia Picanto, Kia Rio, Kia Rio X-line, Skoda Rapid, VW Polo V, VW Polo VI.

**Comfort Class Vehicles** – automobiles of the following brands/models: Citroen C4, Renault Arkana, Skoda Karoq, Haval Jolion Elite, Nissan Qashqai, Kia Soul, Renault Kaptur, Kia Sportage, Chery Tiggo 7 Pro, Mitsubishi Outlander, Nissan X-Trail.

**Premium Class Vehicles** – automobiles of the following brands/models: Audi Q3, Audi A4, Audi A3, BMW X2, Tesla Model 3, BMW X1, BMW 318i, Tesla Model Y, BMW 218i, Mercedes A200, VW Tiguan, Skoda Kodiaq, VW ID.3, VW ID.4.

**The VK Ecosystem** is a common space for interaction between users, services within the Ecosystem, and specialized tools designed to improve the usability of services familiar to Users.

**VK ID** shall mean a tool provided by V Kontakte LLC (OGRN 1079847035179, location: premise 1-H, bld. A, 12-14 Khersonskaya St., St. Petersburg, 191024) which enables User registration and/or logging on to the Services, serves the functions of creating and maintaining a User account with VK Ecosystem, provides the User with the functionality of unified safe management of account data in VK Ecosystem, enabling or disabling the necessary Services in the User account with VK Ecosystem to ensure the fulfilment of agreements with the User of VK Ecosystem.

**Rate (Tariff)** – rate of pay of Automobile rent service during a certain time interval.

**Green Zone** – the area specified the green outline in the Mobile Software Application as a zone where User must end of a rental period.

## 2. SUBJECT MATTER

2.1. The Lessor passes the Automobile to the User for a short-term rent and use without provision of driving services nor technical maintenance, and the User accepts the Automobile for use in accordance with one’s personal needs not related to conducting any business activity. Car rent shall be terminated (including ahead of time) in case if the Lessor ceases to own the Car.

2.2. User can use the Automobile within Moscow's area and the area around MKAD not exceeding 250 km outside MKAD (within the territory of the Russian Federation). The User shall not use the Automobile outside the specified territory.

2.3. User can use the Automobile within Saint Petersburg's area and the area around KAD not exceeding 250 km outside KAD (within the territory of the Russian Federation). The User shall not use the Automobile outside the specified territory.

2.4. The User shall use the Automobile within the territory not exceeding 250 km from the Sochi International Airport within the borders of the Russian Federation. The User shall not use the Automobile outside the specified territory and on the territory of the Republic of Crimea and the federal city of Sevastopol.



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2.5. User shall use the Automobile within the territory of insurance stipulated by the terms and conditions of the Car insurance contract/policy(s).

2.6. User is prohibited from travelling between the territories designated in clauses 2.2, 2.3 and 2.4 of the present Agreement.

2.7. The list of Cars and their basic characteristics, rental fee, Rates and other information are published in the Mobile Software Application "Citydrive", as well as recorded in the Rates Regulation and Discounts, Bonuses and Rating System Regulations (hereinafter referred to as the “Regulations”).

2.8. The aforementioned Rate Regulation is an integral part of the present Agreement.

### 3. ORDER OF ENTERING INTO THE AGREEMENT

3.1. User willing to enter into the Agreement has to electronically accept the Agreement in the order, specified in the present section of the Agreement. The Agreement is entered into via accession of the User to all the terms regulated by the Agreement.

3.2. Acceptance implies that the User has familiarized oneself with all the terms of the Agreement, agrees with them and accepts an unconditional obligation to follow them.

3.3. The User and the Lessor both sides recognize the User’s acceptance as fulfillment of all following actions:

3.3.1. Filling out the User in full Form provided to the User at the time of registration in the Citydrive Mobile Application, the User also has the right to use the possibility of authorization in the Citydrive Mobile Application through the Sberbank Online mobile application signing in and/or up in the Citydrive Mobile Application via VK ID.

3.3.2. By registering or logging on to the Citydrive mobile application via VK ID tool, the User agrees and accepts the VK Ecosystem User Agreement which is publicly available on the Internet at: <https://id.vk.com/terms>, and the VK Ecosystem Confidentiality Policy which is publicly available on the Internet at: <https://id.vk.com/privacy>.

3.3.3. User's full acquaintance with the terms of the present Agreement that is signified by putting a mark—"checkmark"—in a specially designated box. Citydrive and the User hereby recognize the aforementioned mark to be analogous to User's handwritten signature legally equivalent to User's hand-written signing of the Agreement on a paper medium.

3.3.4. User's presentation of his bank card details and Debiting their account Without Acceptance the amount not exceeding five rubles (RUB 5).

3.3.5. The payment mentioned in clause 3.3.4 is subject to change at Citydrive's discretion in cases ramified by Citydrive's promotional or other campaigns, as well as by use of promo-code provided by Citydrive, or other circumstances. The altered payment, however, is to be recognized as equivalent to the payment mentioned in clause 3.3.4.

### 4. PARTIES' RIGHTS AND OBLIGATIONS

4.1. The Lessor has the rights to:

4.1.1. At any time carry out control of material safety of the Automobile, its technical condition as well as oversee that the Automobile is used for the purposes specified in the present Agreement.

4.1.2. To deny the Rent of the Automobile if the User has any outstanding debt in respect of the present Agreement, until the User has repaid the debt in full; or if the User has violated any other terms of the present agreement.

4.1.3. unilaterally change the terms of the present Agreement (including rental fee, terms, and Rates), having notified the User by posting the information about the corresponding changes on Citydrive's Website or the Mobile App.

4.1.4. seize the Automobile from the User, report it as stolen, remotely turn its engine off, or use other defensive measures if the User has an outstanding rental debt for more than a day (24 hours).

4.1.5. stop abiding to the present Agreement having unilaterally notified the User, if there are reasonable grounds to suspect any potential fraudulence or other malpractice from the User.

4.1.6. In the absence of a response from the User to calls and SMS received during the lease, remotely turn off the engine, and take all actions to return the car, including the declaration the car wanted.



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4.1.7. In the absence of GPS-signal for 5 minutes or more, declare the car wanted, remotely turn off the engine, as well as resort to other protective measures.

4.1.8. In case of violation of the territory of permissible use, established by paragraph 2.2, 2.3, 2.4, 2.5 of the present Agreement to declare the car wanted, remotely shut down the engine, as well as to resort to other protective measures;

4.1.9. Request additional documents during the User uses the service and also in cases The Lessor doubts about the User’s identity. Make a request additional document in the process of using the Tenant for the service, process a request for personal photos of the User (selfie), as well as temporarily or permanently block the User’s account in case of failure to provide data upon request, as well as when transferring fuzzy, unreadable photos, as well as in in case of suspicion in the identity of the User.

4.1.10. To process personal information provided by the User about oneself.

4.1.11. In case of any doubts confirming the identity of the User, the authenticity of the documents provided by the User, the Lessor has the right to require additional information confirming the identity of the person planning to enter into the Contract. In case of failure to provide additional information, non-compliance with the order of the conclusion of the Contract, provided for by section 3 of this Contract, the acceptance is not made, and the Contract is not concluded. The Lessor shall not be liable if the Contract is not concluded due to the inability to process the documents provided by the User for technical reasons.

4.1.12. Install equipment in the Car to enable video and photo recording without audio recording in order to ensure the safety of the property and the maintenance of order inside the Car by the User as well as the compliance with other terms of this Agreement.

4.1.13. In case of technical inspection of the Car, its repair, changes during the rental period made in tariffs, terms of the contract, as well as in other cases in which the withdrawal of the Car is required, the User must complete the rent within 24 hours from the moment of such a request. If the requirement to complete the lease is not met, the Lessor has the right to turn off the engine remotely, as well as take all actions to return the Car.

4.1.14. In case of systematic violation by the Lessee of the terms of this Agreement, the Lessor shall have the right to temporarily block the personal account of the Lessee in the Mobile Application.

4.2. The Lessor is obligated to:

4.2.1. To provide the User with the Automobile in good technical condition abiding to the requirements of vehicle operation, as well as the required documentation—registration certificate, OSAGO (Compulsory Motor Third Party Liability Insurance) insurance policy. Transfer of the said documentation occurs simultaneously with the acceptance of the Automobile and does not require additional processing.

4.2.2. To cover the Automobile maintenance costs—before the beginning and after the termination of the Rent –, Automobile’s insurance—OSAGO (Compulsory Motor Third Party Liability Insurance)—as well as other expenses, occurring due to the Automobile’s normal use, except the expenses directly conferred upon the User by the Agreement.

4.2.3. To provide the User with full information about the Automobiles, their types, technical characteristics, respective rental fees, and other information by means of the Mobile App, as well as timely post information about any changes to terms of the Agreement on Lessors Website.

4.2.4. To provide the Automobiles with fuel and lubricants before the beginning of the Rent at Lessors expense. The User has the right to refuel the Automobile at his/her own expense. The expenses incurred by the User may be compensated by the Lessor in the form of bonus points that are added to the User’s Balance or refunded to the User’s bank card in the case referred to in clause 8.3.4 of the Rate, Discount, Bonus, and Rating System Regulation.

4.3. The User is obligated to:

4.3.1. To Accept the Automobile according to the terms of the present Agreement and use it carefully, strictly in accordance with the purposes stated in section 1 of the Agreement, take timely action aimed at preventing and averting any material damage to Lessors property, and eliminate any resulting consequences.

4.3.2. Ensure the safety of the Automobile and the documents for the Automobile from the time of the beginning of the Rent until its termination.

4.3.3. Personally drive the Automobile.

4.3.4. Abide to the road traffic regulations of Russian Federation and be responsible for their violation.



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4.3.5. Timely cover the rental fee and other payments in accordance with the terms of the present Agreement, ensure there are sufficient funds available on the bank card, indicated in the Agreement, to be able to cover the said rental fee and payments.

4.3.6. At the time of Rent termination to return the rental Car to the Lessor with the engine muffled, the lights turned off, closed doors, in proper technical condition in the manner prescribed by this Agreement;

4.3.7. Examine the Automobile for any damage and fill out a corresponding form in the Mobile App “Citydrive” prior to the use of the Automobile.

4.3.8. In case of the Automobile is damaged (both external and internal, including dirt) before using the Car, report it to the Lessor through the Mobile application "Citydrive" by sending photos of damage, pollution of the Car in the "Report a problem" section of the Mobile application;

4.3.9. Immediately notify Citydrive—via the Mobile App or by calling +7(499)322-38-75 in Moscow, +7(812)407-10-69 in Saint Petersburg, +7 (862) 225-78-08 in Sochi — the following: any damage to the Automobile; outage of any of the systems, including, but not limited to security system, GPS tracker, other control systems and other Automobile malfunction; Road Traffic Accidents and events, involving the Automobile; events and facts that could lead to damage to the Automobile; malfunction of the Mobile App; termination of Rent without User's corresponding actions as described in the present Agreement. Stop using the Automobile in case of significant damage to or shutdown of: the security system, GPS-tracker, or other control systems.

4.3.10. In case of a Road Traffic Accident the User has to report the accident oneself to GIBDD (road traffic police) and simultaneously has to notify Citydrive about the accident via the Mobile App or by calling 7(499)322-38-75 in Moscow, +7(812)407-10-69 in Saint Petersburg, +7 (862) 225-78-08 in Sochi. The User is subsequently to procure all the required documents: certificate of an accident in a set form—stating the involved parties and any mechanical damage to the Automobile—and the resolution and is obliged to deliver the originals to Citydrive. The User has to attend all events related to the accident as provided by the road traffic regulations and the effective laws.

4.3.10.1. The present Agreement prohibits processing the Road Traffic Accident without involving a State Traffic Safety Inspectorate officer.

4.3.10.2. In case of the road traffic accident the User is obligated to do not end the rent until all issuance procedures be finished. The Lessor is authorized to make an assessment of the bonus points. An assessment is calculated for amount of time from since the time of the Road Traffic Accident till the end of the rent (after attend all related events).

4.3.10.3. If the Automobile is damaged as a result of a Road Traffic Accident due to the Lessee's fault, the Lessor has the right to apply to an expert organization or an expert technician to conduct an independent technical assessment and/or determine the cost of restoring the Automobile, and the User undertakes to compensate all expenses incurred by the Lessor, related to payment for the services of an expert organization or an expert technician within three (3) business days from the moment the Lessor submits a request for payment for the services of an expert organization/expert technician or signing by the Parties of an agreement on voluntary compensation for damage. The demand is made by the Lessor by sending it to the Tenant's email address specified by the User when registering in the Mobile App.

The choice of an expert organization or an expert technician is carried out by the Lessor, while the User has the right to be present during the examination, as well as invite an expert technician from a third-party expert organization.

Documents confirming the cost of the services of an expert organization or an expert technician are sent to the Lessee to the User email address specified by the User when registering in the Mobile App until the moment of payment by the User or debiting by the Lessor without acceptance from the User bank card account.

The cost of services of an expert organization or an expert technician can also be debited by the Lessor without acceptance from the account of the User bank card linked to the User personal account in Citydrive Mobile App within three (3) business days from the moment the Lessor submits a request for payment or upon signing by Parties of an agreement on voluntary compensation for damage.

4.3.11. In case the Automobile is towed away during the Rent—or after the Rent if the Automobile has been towed away as a result of parking violations by the User—the User has to immediately inform the Lessor about it via the Mobile App or by calling 7(499)322-38-75 in Moscow, +7(812)407-10-69 in St. Petersburg, +7 (862) 225-78-08 in Sochi.



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4.3.12. The Lessor shall independently return the Car, having applied to the User penalties provided for in this Agreement. All costs associated with the evacuation of the Car are fully borne by the User. In case the User notices any malfunction of the Mobile App or of the Lessor Website, one has to immediately notify the Lessor about it via the Mobile App, by emailing at [we@citydrive.ru](mailto:we@citydrive.ru), or by calling 7(499)322-38-75 in Moscow, +7(812)407-10-69 in Saint Petersburg, +7 (862) 225-78-08 in Sochi.

4.3.13. In case the User's account is debited funds, which are not in accordance with the rates listed on Mobile app, the User has to immediately notify Citydrive by emailing at [we@citydrive.ru](mailto:we@citydrive.ru), or by calling 7(499)322-38-75 in Moscow, +7(812)407-10-69 in Saint Petersburg, +7 (862) 225-78-08 in Sochi.

4.3.14. In case of the acceptance of this Agreement the User should send to the Lessor photos of genuine copies of the driver's license, passport via the Mobile App or by e-mail [we@citydrive.ru](mailto:we@citydrive.ru);

4.3.15. Take proper precautions in order to protect one's Mobile App account, including User's name and password, from unauthorized use by third parties. The User has to immediately inform the Lessor in case of the said unauthorized use. The User hereby confirms that any actions performed by them using one's account details the Parties unconditionally consider to be the User's expression of will. The User takes any risks associated with unauthorized use of one's account, or one's mobile device themselves.

4.3.16. The User is obliged to follow the updates on the website and in the mobile application “Citydrive”. The Lessor is not responsible for functional efficiency and relevance information in outdated versions of mobile application “Citydrive”;

4.3.17. In case the User changes Full name, address of residence, documents (passport, driver's license) one's phone number or other information, listed in the Agreement, within 2 (two) days the User has to notify the Lessor by emailing at [we@citydrive.ru](mailto:we@citydrive.ru), as well as in writing by sending a registered letter with list of enclosures and acknowledgment of receipt providing the new updated information. Until the Lessor receives the said information, the Lessor fulfills the terms of the Agreement according to the User's information on file. The User takes all the risks associated with the User not informing the Lessor about the change of the said information. The User is prohibited from using the application to provide new data/documents

4.3.18. Upon completion of the Car using and termination of the lease, the User undertakes to Park the Car within the Green zone specified on the Website and in the Mobile App;

4.3.19. In the process of using the E-Vehicle and before the end of the lease, the User should make sure that the E-Vehicle is charged in the amount of at least 10 (ten) percent of the battery charge. In case of a battery charge less than 10 (ten) percent, the User should park the E-Vehicle no further than 30 (thirty) km from the nearest E-Mobility charging station.

4.3.20. On the date of signing the Contract reach the age of 20 (twenty) and to have a driving experience (category B) of at least 1 (one) year;

4.3.21. Immediately provide the Lessor with the documents repeatedly when sending such a request at the time of the actions on account registration, as well as during the use, including, but not limited to, in case of an accident.

4.3.22. In order to avoid damage to the car's fuel pump system, check the level sensor readings on the car dashboard.

4.3.23. Review in full and strictly abide by the parking rules of the Vnukovo, Sheremetyevo, Domodedovo and Pulkovo Airports, see links to their websites in clause 8.36 hereof.

4.3.24. Notify passengers admitted to the Car of the Lessor's video and photo recording in the Car interior in order to ensure the safety of the property and the User's compliance with the order inside the rented Car, as well as the compliance with other terms of this Agreement.

4.4. The User has the rights to:

4.4.1. Rent different Automobiles at different times.

4.4.2. Rent any Automobile from the Lessor that is not being rented at the time of booking.

4.4.3. Receive a reimbursement in the form of bonus points that are added to the User's Balance in the Mobile App, if the User refuels the Automobile or fills in windscreen washing liquid at his/her own expense if the User follows the Automobile guidelines.

4.4.4. In case of renting an E-Vehicle, contact the Support Service in the CityDrive Mobile Application to call a technical specialist to charge the Car, if necessary. In this case the call of a technical specialist for such purposes is not subject to additional payment. The time spent by the technical specialist on the delivery of the E-Vehicle to the E-Mobility charging



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station, charging and returning the E-Vehicle to the User is not subject to additional payment and is included in the total rental time of the Car.

4.4.5. independently appeal administrative fines, information about which was received from the Lessor, in connection with which to request from the Lessor all the necessary documents in relation to the Automobile rented at the time of the administrative offense.

4.4.6. in the event of an appeal of the administrative fine and the provision of documents confirming the appeal (decision, resolution) to the Lessor, to demand the return of the funds debited by the Lessor as payment for the administrative fine.

4.5. the User is prohibited to:

4.5.1. Driving a Car in the absence of a driver's license of category "B", as well as the loss of a driver's license, the expiration of the driver's license, the deprivation of the right to drive;

4.5.2. Driving a Car in the condition state of alcohol, drugs, toxic or other intoxication, as well as to refuse to carry out the procedure of medical examination at the request of an official

4.5.3. smoke in the passenger compartment, as well as using e-cigarettes, IQOS, glo, evaporators or other tobacco and tobacco products heating facilities

4.5.4. Transport objects that are soiling or large-sized.

4.5.5. Use technologies or take actions that may harm (including whether the actual harm was caused or not) to the Lessor's Website, Mobile Application, Car, other property of the Lessor, property or health of third parties, as well as install on the external / internal part of the Car any elements, devices, including but not limited to GPS trackers, sensors.

4.5.6. Make any modifications to the Automobile, change any of its characteristics, upgrade or downgrade it.

4.5.7. Put any decals on the Automobile or remove the original decals.

4.5.8. Pass the Automobile to third parties, including for the purposes of driving the Automobile or subletting.

4.5.9. Transfer User's account details to third parties.

4.5.10. Use the Automobile for training purposes.

4.5.11. Use the Automobile for competitions.

4.5.12. Use the Automobile as a taxi or for other commercial purposes.

4.5.13. Drive the Automobile off-road or rugged terrain.

4.5.14. Drive the Automobile dangerously, drift, practice maneuvers, or otherwise misuse the Automobile, violating its intended use or using it without due diligence.

4.5.15. Drive without slowing down, as well as to fail to take accident and damage preventive actions, or drive on a roadbed of inappropriate quality—one, having bumps, potholes, or other type of damage.

4.5.16. Stop renting a closed Parking lot, including municipal Parking with the presence of a barrier and a Parking card, a specialized Parking lot, a Parking lot of a shopping Center, shopping complexes, in the territory for access to which a permit is required, in the territory of an underground Parking lot, multi-level Parking, in the territory for access to which it is necessary to pay for entry and/or Parking, as well as in any other territories of limited access.

4.5.17. Leave the Automobile on paid parking lots within Saint Petersburg's area and the area around KAD not exceeding 250 km outside KAD, within Sochi area and the territory not exceeding 250 km from the Sochi International Airport.

4.5.18. Use any bank card that does not belong to the User for initial connection or subsequent payment of Orders.

4.5.19. Drive Automobile with excess speed set by traffic regulations, or with excess speed above 140 km / h.

4.5.20. To break and entry the Car in a non-contact way, as well as by contact using any device.

4.5.21. transport large animals and also transport small animals without special carrying bags.

4.6. Parties consider the said terms to be essential terms of the Agreement.

**5. ORDER AND FORM OF PAYMENT**



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- 5.1. In order to ensure validity of the bank card details the User is charged the amount not exceeding five rubles (RUB 5) without acceptance at the time of registration. The said funds are not counted as Rent payment and are returned to the User's bank card within 24 hours.
- 5.2. The User must pay the rental fee to Citydrive for the use of the Automobile, which is calculated in accordance with the rates, specified in: the Rate, Discount, Bonus, and Rating System Regulation. Lessor informs User in the Mobile App at the time of Automobile booking about Tariff cost. Rental fee includes VAT—value added tax.
- 5.2.1. Minimum order cost is one ruble (RUB 1) including VAT. If the actual order cost is less than one ruble (RUB 1), the difference between the minimum and actual cost is added on the Balance as specified in the Rate Regulation.
- 5.2.2. The Lessor may temporarily block an amount of two hundred fifty (250) rubles on the User's linked bank card. At the end of the trip, the amount previously blocked will be refunded back to the User's linked bank card.
- 5.2.3. The Lessor has the right to temporarily block the advance payment in the amount of the preliminary cost of the trip on the User's linked bank card in case The Lessor to use the information service by contacting the information partner to order a taxi. After the end of the trip the pre-authorized amount will be refund on the User's linked bank card.
- 5.2.4. The rental fee can be paid by the User by purchasing a Subscription for 30 (thirty) or 60 (sixty) minutes per day. The Subscription is valid for 30 (thirty) calendar days from the date of purchase. From the moment the Subscription is activated, the conditions of the per-minute Car rental pricing do not apply until the termination of 30 (thirty) or 60 (sixty) minutes of the Subscription per day according to the terms of clause 5.2.10. of the Agreement.
- 5.2.5. The User has the right to purchase a Subscription by selecting the appropriate option in the Citydrive Mobile App. Subscription option is not available for User using Citydrive Mobile App within 250 km from Sochi International Airport within the borders of the Russian Federation.
- 5.2.6. The cost of the Subscription is calculated individually for each User based on the cost of the Subscription, additional paid options, and User's discounts on the day of purchase of the Subscription in accordance with the rules established by the Agreement.
- 5.2.7. The cost of the Subscription, if there is a sufficient number of Bonus Points, is debited from the User's personal account/Balance, and in case of insufficient points, from the bank card account linked by the User in the Citydrive Mobile App.
- 5.2.8. The User has the right to extend the validity of the Subscription for the next 30 (thirty) calendar days. Subscription renewal can be carried out automatically by the User choosing the appropriate option in the 'Subscription' section in the Citydrive Mobile App, which can be disabled by the User at any time during the Subscription validity period.
- 5.2.9. The cost of the Subscription renewal is calculated individually for each User based on the cost of the Subscription, additional paid options, the User's discounts on the day of the Subscription renewal and is debited on the last day of the Subscription validity from the User's bonus account/Balance, and in the absence of a sufficient number of bonus points from the bank card account linked by the User to Citydrive mobile application.
- 5.2.10. In case of termination of the Subscription during the period of possession of the Automobile, payment is made by the User per minute, in accordance with the general rules established in the Agreement. The time of the Subscription in the order is calculated with regard to the remaining time on the day when the order was created.
- 5.2.11. The Subscription term is calculated in calendar days. A calendar day means any day of the month, including weekends, weekends and holidays.
- 5.2.12. The validity period of the Subscription is calculated in the User's time zone on the day of purchase of the Subscription. The daily countdown starts at 12 AM and ends at 11:59 PM.
- 5.2.13. The rental fee, specified in the present Agreement, are processed by means of Debiting the User's banking card Without Acceptance in accordance with Lessor's rates;
- 5.2.14. The User confirms that one has familiarized oneself with the rates, specified by Lessor in the Rate Regulation. The Rate Regulation is an integral part of the present Agreement.
- 5.3. The User's account is debited within 12 hours after Rent termination for the use of the Automobile, unless the rental fee exceeds five hundred rubles (RUB 500) during the Rent. In case the actual rental fee exceeds five hundred rubles (RUB 500), Lessor has the right to debit the User's account—as well as during the Rent—five hundred rubles (RUB 500) every time the said limit is exceeded unlimited number of times as long as the User is using the Automobile.





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5.3.1. If the User had accumulated a debt of one thousand rubles (RUB 1 000) at the time of entering "Parking" mode, the Rent will be automatically terminated and the User's personal account blocked until the debt is repaid.

5.3.2. If there are insufficient funds on the User's account or if it is impossible to debit the User's account, as well as if the User's debt reaches one thousand five hundred rubles (RUB 1 500) while using the Automobile, Lessor has the right to remotely turn the engine off. At the time of entering "Parking" mode, in the case of having accumulated the said debt, the Rent will be automatically terminated and the User's personal account blocked until the debt is repaid.

5.4. Debiting of User's account for reasons other than rental fee – penalties – is processed after five days from the time of having notified the User about the occurred payment request. If there are insufficient funds on the User's account, any payment ramified by the present Agreement, including, but not limited to, fines from the state authority, is considered a debt, which Lessor has the right to penalize—in the amount of 5% per day of delay. The said penalties accrue in the amount not more than 100%: until repaid in full, including the penalty amount, by the User; or until the User's debt information is passed to court for collection; or after two weeks from the beginning of penalty accrument. Penalties are debited in the amount of at least 1 ruble within 24 hours from the moment they are accrued, and if the penalties amounted to less than 1 ruble, the difference is credited to the User's Balance.

5.5. Any administrative fines imposed on the Lessor by the state authorities for administrative offenses committed by the User, including traffic violation during the Rent of the Automobile by the User or by a person allowed by the User to drive the Automobile shall be paid by the Lessor and thereafter compensated by the User, provided that the User may use the right to appeal the administrative fine under the clause 4.4.5 hereof. The User shall compensate the Lessor for the administrative fine paid in the amount paid by the Lessor.

5.6. The Parties agreed that the administration of fines is carried out by the Lessor without the consent of the User, the costs of the Lessor for the administration of traffic fines, as well as other compensations for the costs of the the Lessor are 20% of the amount of the write-off. The amount of administration is calculated and charged on all debits, with the exception of payments for rent and the booking of the vehicle. The administration amount shall be collected together with debiting of the fine principal amount. The administration amounts are an additional component part of the rental fee.

5.7. When the User does not agree with the fine, the User shall notify Lessor on such disagreement by sending a request in Citydrive Mobile Application. If User is not informed of the reasons for disagreement in the said way within five days, the User shall be deemed to have confirmed such consent to fine.

5.8. The User's compliance with the actions, described in section 3 of the Agreement implies an unconditional agreement to have the User's account—to which the bank card is linked—debited for the use of the Automobile and other payments as ramified by the present Agreement, including compensation for fines to the Lessor, as well as agreement to have Lessor send payment orders, requests, etc., to the User's Bank.

5.9. If the User—or another person the User allowed to drive the Automobile—violates road traffic regulations during the rental period and as a result of that Lessor or other Automobile owner is liable for the resulting fine, Lessor notifies the User thereof by email. The User shall compensate the Lessor for the amount of the administrative fine paid through debiting the User's account Without Acceptance with the fine amount only after instituting administrative action against the Lessor and the notification about such in writing.

5.10. In the event of technical failures in the Services for checking the administrative fines, the Lessor shall not be liable to the Lessee for late notification of the Lessee committing an administrative offense during the Lease period, as well as for the time of provision and completeness of the data provided to the Lessor (photographs recording administrative offenses, an indication of the norms of laws that provide for punishment for administrative offenses, etc.).

Technical failures under this paragraph shall be failures, as a result of which:

- no information is provided on the presence of administrative fines imposed on the Lessee, which is received by the Lessor through the Services for checking the presence of administrative fines;
- information is provided within a period exceeding the period, the expiration of which deprives the Lessor and the Lessee from paying an administrative fine in the amount of half the sum of the imposed administrative fine;
- information is provided containing erroneous data on the circumstances of the commission of an administrative offense by the Lessee, received by the Lessor through the Services for checking the presence of administrative fines.

5.11. Erroneous charges are refunded exclusively in the absence of guilty actions on the User's part. If any of the terms of the present Agreement is violated, the charges are not refunded.

5.12. Bonus Point added to the User's Bonus Account in the Mobile App cannot be refunded as monetary funds.



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5.13. If, within five days, the User fails to send a motivated claim to an e-mail address [we@citydrive.ru](mailto:we@citydrive.ru), the Lessor is considered to have fulfilled its obligations properly, and the User loses the right to make claims and is considered accepted by the Lessor under the Agreement.

## 6. RENTAL PERIOD

The rental period is measured in days, seconds, minutes, and hours. The rental period is determined by section 7 of the Agreement.

## 7. ORDER OF RECEPTION-TRANSFER AND USE OF THE AUTOMOBILE

7.1. The transfer of the Automobile to the User is conducted as follows:

7.1.1. The Parties agree upon renting a specific Automobile by means of the User choosing an available Automobile via the Mobile App.

7.1.2. During the choosing of the Automobile the User has to ensure there will be sufficient funds on the bank card linked to the User's account. The Mobile App shows the following Automobile information: location, make of the Automobile, and its model.

7.1.3. The User books the Automobile—by pressing the “Book” button in the Mobile App—in accordance with the Rate Regulation.

7.1.4. If the same Automobile is booked more than once in the course of two hours from the time of the beginning of the previous booking, included in the rate in accordance with the Rating Level, subsequent bookings are paid for by the User in accordance with the "Parking" rate, provided by the corresponding Rating Level's rate.

7.1.5. At the time of pressing the "Unlock Car" button in the Mobile App the User attests to and confirms the fact of reception of the chosen Automobile.

7.1.6. The User has the right to exit the Automobile. The User has to turn the engine off, exit the Automobile, and press the "Lock Car" button. In this case the Rent is not terminated, and the Automobile automatically enters security mode. The Automobile can be re-unlocked via the Mobile App.

7.1.7. The Rent is terminated in the following order: the User has to turn the Automobile's engine off, exit the Automobile, and press the "End Rent" button in the Mobile App. In this case the Automobile automatically enters security mode. The rental period ends at the time of pressing the "End Rent" button. If the User returns the Automobile correctly, Lessor sends the User a message via the Mobile App stating the rental period and the rental fee.

7.1.8. The rental period begins at the time of pressing "Book" button in the Mobile App and ends at the time of actual Rent termination of a specific Automobile, which is confirmed by pressing "End Rent" button in the Mobile App.

7.1.9. If the "Hand over the Car out of Green Zone" option is used, terms of the present section apply. However, the rental period ends at the time when the next User—having received the Automobile in accordance with the “Hand over the Car out of Green Zone” option, provided by the Mobile App—starts the Rent.

7.1.10. From the time the User initiates the "Hand over the Car out of Green Zone" option until the next User starts the Rent, the Rent is not terminated, but the "Car Transfer" rate is applied automatically instead.

7.1.11. If the "Direct Hand over the Car" option is used, terms of the present section apply. However, the rental period ends at the time when the next User—having received the Automobile in accordance with the “Direct Hand over the Car” option, provided by the Mobile App—starts the Rent. In this case the risk of accidental loss or accidental damage to the Vehicle, as well as liability for violates road traffic regulations or legislation of Russian Federation, is retained by the Lessee who transfers the car before the start of the lease next the Lessee in accordance with the terms of the agreement.

7.1.12. The User is obliged to comply with other requirements for acceptance and delivery of the Car, provided for by the Mobile Application.

7.1.13. In case the User took possession of the Automobile in any other way—either at the beginning of the Rent, or during the rental period—specifically, but not exclusively, picked the lock; opened or closed the Automobile in any way different from the one described in the present Agreement; disabled the Automobile's security or control systems; used third party's information or a fake account; otherwise took possession of the Automobile illegally; or continues using the Automobile while it is not in the "Car Use" mode—if using—or "Parking" mode—if the Automobile is stationary with its engine off—



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the Parties agree to consider such actions a motor vehicle theft and are qualified and punished by the Russian Federation criminal law.

**8. PARTIES' RESPONSIBILITIES**

8.1. If either Party fails to properly abide to the obligations of the present Agreement, the failing Party is liable in accordance with the effective Russian Federation's legislation.

8.2. If the User—or another person the User allowed to drive the Automobile—violates road traffic regulations or legislation of Russian Federation during the rental period, the User is responsible for covering any incurred administrative fines (by providing compensation to the Lessor for expenses in accordance with clause 5.5 of the Agreement), including in full in case of repeated and each subsequent traffic violation, whether or not it is repeated for the User, as well as the costs of having the Automobile parked at an impoundment lot or paid parking.

8.3. If the User—or another person the User allowed to drive the Automobile—violates any third party's rights, incurs harm to third party's health or property, the User has to settle any resulting claims against Lessor and compensate all losses sustained by Lessor.

8.4. If the Automobile is damaged:

8.4.1. If the Automobile is damaged as a result of: User's negligence, a Road Traffic Accident caused by the User—or another person the User allowed to drive the Automobile –, mutually caused by the parties involved in the Accident, or as a result of an Accident involving only the User, the User is liable to fifty thousand rubles (RUB 50,000) if the damage costs under seventy thousand rubles (RUB 70,000). If the damage costs over seventy thousand rubles (RUB 70,000), the User is liable to fifty thousand rubles (RUB 50,000) plus 25% of the cost, exceeding seventy thousand rubles (RUB 70,000). The Parties may agree to reduce the liability.

If during a subsequent damage assessment or in the course of a repair any hidden damage is discovered and the repair cost exceeds the initially quoted, Lessor has the right to demand the User to cover the surcharge in accordance with the present clause.

8.4.2. If the User has the “KASCO option” turned on, clause 8.4.1 is not applicable. If the Automobile is damaged as a result of: a Road Traffic Accident caused by the User, mutually caused by the parties involved in the Accident, or as a result of an Accident involving only the User, or User's negligence, the User is liable to the fine amounted to fifteen thousand rubles (RUB 15,000) which is debited by the Lessor Without Acceptance after a notification in writing of the Lessee with the attachment of documents confirming the damage. If the damage costs less than fifteen thousand rubles (RUB 15 000), the User is liable to the actual cost of the damage.

8.4.3. In case of Tesla automobiles rent, the “KASCO option” rules specified in the clause 8.4.2. hereof are not applicable. If the Tesla Automobile is damaged, the User is liable for:

8.4.3.1. In case of loss or damage to the Chademo Tesla USA DC adapter due to the fault of the User - persons authorized by the User to drive the Automobile - the User shall pay a fine in the amount of RUB 115,000 (one hundred and fifteen thousand) 00 kopecks.

8.4.3.2. In case of loss or damage to the Mobile Connector due to the fault of the User - persons authorized by the User to drive the Automobile - the User shall pay a fine in the amount of RUB 35,000 (thirty five thousand) 00 kopecks.

8.4.3.3. In case of loss or damage to the Tesla Gen 1 adapter due to the fault of the User - persons authorized by the User to drive the Automobile - the User shall pay a fine in the amount of RUB 10,000 (ten thousand) 00 kopecks.

8.4.3.4. In case of loss or damage to the Type 1/ Type 2 cable due to the fault of the User - persons authorized by the User to drive the Automobile - the User shall pay a fine in the amount of RUB 11,500 (eleven thousand five hundred) 00 kopecks.

8.4.3.5. In case of loss or damage to the Display and Control Elements due to the fault of the User - persons authorized by the User to drive the Automobile - the User shall pay a fine in the amount of RUB 250,000 (two hundred fifty thousand) 00 kopecks.

8.4.3.6. In case of loss or damage to the Wheel Disk due to the fault of the User - persons authorized by the User to drive the Automobile - the User shall pay a fine in the amount of RUB 137 000 (one hundred thirty seven thousand) 00 kopecks.

8.4.4. In the event of leaving the Road Traffic Accident place, or violating the procedure to record the Road Traffic Accident as set out in this Agreement, or drawing up Road Traffic Accident documents with an error, and also in the event of failure to notify Citydrive on the Road Traffic Accident, or any subsequent non-compliance with administrative



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procedures, or failure to appear at the request of relevant authorities, the User shall reimburse the damage to the Automobile in full and pay a fine of 50,000 (fifty thousand) rubles.

8.4.5. In case of damage to the video and photo recording equipment (including dashboard cameras) installed by the Lessor in the cars, the User shall fully compensate the damage caused and shall pay a fine of fifty thousand (50,000) rubles for each such case.

8.4.6. If the Automobile is deliberately damaged in the absence of a Road Traffic Accident, specifically as a result of: the User hitting exterior or interior parts of the Automobile; hitting an obstacle in a situation where, given the condition of the roadbed, the collision occurred and was unavoidable solely in virtue of the User's chosen speed and actions; placing heavy or large-sized objects, flammable or combustible substances, causing deformation or breakage of the Automobile or any of its devices, in or on the Automobile; intentionally damaging the Automobile in a manner similar to vandalism; leaving unsupervised animals in the Automobile, leading to damage to or destruction of the Automobile; or any other intentional actions on the User's part, aimed at destroying or damaging the Automobile, the User has to fully compensate the damage cost to Lessor and is fined one hundred fifty thousand rubles (RUB 150,000). The present clause is not applicable in case of a Road Traffic Accident or damage to the Automobile sustained as a result of reasonable wear and tear under the conditions of Automobile's intended use.

8.4.7. In case of damage caused to tires when encountering an obstacle, a sharp object, in case of tire blowout and any other tire damage, the User shall pay a fine in amount of three thousand (3 000) rubles and shall fully compensate the damage caused to the Car thereby. If the User continues to move, resulting in damage to the wheels or other parts of the Car, the User agrees to pay a fine of 5 000 (five thousand) rubles, as well as to compensate for the damage caused to the Car in full

8.5. The User is not liable for losses, incurred as a result of a Road Traffic Accident that was not caused by the User, excluding cases when the Accident is caused by another person the User allowed to drive the Automobile.

8.6. If the User delays the rental fees' payments for more than 24 hours, Lessor has the right to penalize the User in the amount of 5% from the debt for every day of the delay. If after five days from the time of being notified by Lessor about any fines or other liabilities the User delays the said payments, Lessor has the right to penalize the User by the amount of 5% from the debt for every day of the delay. The said penalties accrue in the amount not more than 100%: until repaid in full, including the penalty amount, by the User; or until the User's debt information is passed to court for collection; or after two weeks from the beginning of penalty accrument. Penalties are debited in the amount of at least 1 ruble, and if the penalties amounted to less than 1 ruble, the difference is credited to the User's Balance.

8.7. In the event of unauthorized application of any decals or removal of any of the original decals and logos of Lessor, or any other cosmetic damages to the Automobile's appearance the User is fined ten thousand rubles (RUB 10,000).

8.8. In case of unauthorized disconnection or damage or damages the Automobile's GPS-tracker or other security or control systems, installed in the Automobile, the User has to fully compensate the incurred damage, if any and is fined one hundred fifty rubles (RUB 150,000).

8.9. If the Automobile is not used according to the intended use or if the User violates any of the clauses from 4.5.10 to 4.5.15 of the present Agreement, the User is fined fifty thousand rubles (RUB 50 000) and has to fully compensate damages, if any, to the Automobile or Lessor.

8.10. If the User loses or damages any of the documents for the Automobile, the User is fined three thousand rubles (RUB 3 000) and has to compensate the costs, associated with recovering the said documents.

8.11. If the User drives the Automobile without having a valid driver's licence and other required documents, the User is fined three thousand rubles (RUB 3 000) and has to fully compensate losses sustained by Lessor as a result of such violation, as well as damages, if any, to the Automobile or Lessor.

8.12. If the User provides to the Lessor false information regarding having held one's driver's licence—while having had it for less than 1 (one) year—or violates any other orders of entering into the Agreement, Lessor has the right to unilaterally cancel the Agreement, and fine the User thirty thousand rubles (RUB 30 000). The User then has to fully compensate damages, if any, to the Automobile or Lessor.

8.13. If the User terminates the Rent outside the permitted area, the User is fined seven thousand rubles (RUB 7 000) and has to compensate all the associated expenses sustained by Lessor.

If the User terminates the Rent at: an indoor parking; gated parking; impoundment lot; territory, requiring a permit for access; underground parking; territory, requiring a payment for entry or parking; any other limited access territory or in



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other way violates the terms of the present Agreement, the User is fined two thousand rubles (RUB 2 000) and has to compensate all the associated expenses sustained by Lessor.

The present clause applies to situations of automatic Rent termination, as provided by clause 5.3 of the present Agreement.

8.14. In the event the Automobile is towed away, the User pays a fine in the amount of RUB 1 500 (one thousand five hundred), and also pays other expenses incurred by Lessor in connection with such a violation.

8.14.1. If the User has parked the Automobile in the area of the Parking lot signs is prohibited on odd days of the month, Parking is prohibited on even days of the month, Parking is prohibited with an additional sign "Period of validity" more than 4 hours before the beginning of the specified road signs, the User has to compensate all the associated costs sustained by Lessor.

8.14.2. If the User parked the Automobile in the area of the signs Parking is forbidden on odd days of the month, Parking is forbidden on even days of the month, Parking is forbidden with an extra sign " Period of validity", the User is obliged to pay to Lessor a fine in the amount of one and a half thousand rubles (RUB 1 500) and has to compensate all the associated costs sustained by Lessor.

8.15. If the User soils: the interior of the Automobile, damages the seats or the dashboard, puts decals, paint or writes on or in the Automobile, leaves garbage in the Automobile, or otherwise deteriorates the appearance of the Automobile, exterior or interior, then the User is fined five thousand rubles (RUB 2,000) and has to compensate all the associated costs sustained by Lessor.

8.16. If the User passes the Automobile to another person without properly using “Hand over the Car” function—as prescribed by Lessor—, allows another person to drive the Automobile during Rent—regardless whether or not the User is in the Automobile —, or transfers one’s personal account details to third parties, the User is fined one hundred fifty thousand rubles (RUB 150 000) and has to compensate all the associated damage costs, is any, sustained by Lessor or the Automobile.

8.17. If the User passes the Automobile to a person, who: does not have a valid driver's licence, is fully or partially physically unfit to drive, or is a minor, the User is fined two hundred fifty thousand rubles (RUB 250 000) and has to compensate all the associated damage costs, is any, sustained by the Lessor or the Automobile.

8.18. If the User uploads to one’s profile or otherwise provides Lessor with personal information that is false, or tries to deceive Lessor in any other way in regards to the one’s personality, including: creating Fake Accounts, using personal information and documents belonging to another person, or sending an incomplete list of documents, if User violates clauses 4.3.17. Lessor has the right to unilaterally cancel the Agreement and the User is fined forty thousand rubles (RUB 40,000) and has to compensate all the associated damage costs, is any, sustained by Lessor or the Automobile.

8.19. If the User violates clause 2.2, 2.3, 2.4, 2.5 namely drives outside the allowed use territory, the User is fined fifty thousand rubles (RUB 50 000), and has to compensate associated expenses sustained by Lessor.

8.20. If the User violates any terms of clauses 4.3.9, 4.3.10, 4.3.10.1, including: any damage to the Automobile that occurred during rental period; malfunction or outage of any of the Automobile’s systems; Road Traffic Accidents and events, involving the Automobile; or events and facts that could lead to damage to the Automobile or violates the order of processing Road Traffic Accidents, the User is fined fifty thousand rubles (RUB 50 000) and has to compensate all the associated expenses sustained by Citydrive. If the User fails to notify Citydrive about: existing damage, soiling or other deterioration of the Automobile; or missing or damaged documents the User is considered responsible for the said damages.

8.21. If the User leaves the Automobile in precarious condition that might lead to Automobile theft or damage, namely: leaving the Automobile with the engine turned on, doors, hood, or trunk open; leaving the folding soft-top folded or insecurely fastened the User is fined fifteen thousand rubles (RUB 15 000), and also compensates for the damage in full, if any;

If the User leaves the Automobile on the sidewalks or creating interference for passing other vehicles, the User is fined five thousand rubles (RUB 3,000), and also compensates for the damage in full, if any;

If the User leaves the Automobile without having the parking brake lifted, the User is fined five hundred rubles (RUB 500), and also compensates for the damage in full, if any;

If the User leaves the Automobile with the Windows open or not fully closed, the User is fined one thousand rubles (RUB 1 000), and also compensates for the damage in full, if any;

In the case of abandonment of the Automobile in a situation a potential threat of evacuation the User is fined two thousand rubles (RUB 2 000), and also undertakes to act in accordance with clause 4.3.11, 4.3.11.1;



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In the case of leaving the Automobile with the lights on (position lamps) the User is fined five hundred rubles (RUB 500) and has to compensate all the associated expenses sustained by Lessor and fully cover incurred damage costs, if any;

8.22. In the case of full fuel (battery charge) consumption, the User is fined two thousand rubles (RUB 2,000), and also compensates for the damage in full, if any;

8.23. In case of violation of clause 4.5.2 hereof, as well as in the case of driving the Automobile in a state of alcoholic, narcotic, toxic state or other intoxication, as well as in case of refusal to undergo a medical examination, the Lessee or another person allowed by the Lessee to drive the Automobile, pays a fine in the amount of RUB one hundred thousand (RUB 100,000), and also reimburses the Lessor's expenses incurred in connection with a corresponding violation, as well as the damage caused to the Lessor or the Automobile (if any) in full.

8.24. In case of placing the Automobiles on a lawn or other green territory, the User or another person admitted by the User to drive the Automobile, shall pay the Lessor a fine of 5 000 (five thousand) rubles, and also reimburse any Lessors expenses incurred in connection with the such a violation. The User undertakes to independently settle any claims from any third parties arising in connection with such a violation.

8.25. The User undertakes, upon the request of the Lessor, to confirm the User's usage and placement of the Automobile on a lawn or other green territory. In the event of failure to comply with this condition, the User shall pay the Lessor a fine of 50 000 (fifty thousand) rubles, and also reimburse the Lessors expenses incurred in connection with such violation.

8.26. If the User fails to notify the Lessors before the start of the Rent about any missing or damaged charging cable on Automobiles BMW I3, or if the User damages or steals it, then the User shall pay a fine of 50 000 (fifty thousand) rubles, as well as any damage caused to Citydrive or the Automobile (if any) in full.

8.27. When the User drives the Automobile with lost, expired or revoked driver's license, then the User shall pay a fine of 50 000 (fifty thousand) rubles, as well as any damage to the Lessor or the Automobile (if any) in full.

8.28. When the User fails to notify the Lessor on any technical malfunction, a failure in the Mobile App or other situations in which the use of the Automobile is deemed as such outside the rules and rates established by this Agreement and the Annexes hereto, then the User shall pay a fine of 50 000 (fifty thousand) rubles, as well as any damage to the Lessor or the Automobile (if any) in full.

8.29. If the speed of the Automobile exceeds 140 km / h during the Users rental, the Lessor has the right to block the User's account for 30 calendar days, in case of violation of this condition 3 times; for 30 calendar days in case of violation of this condition 6 times. In case of violation of this condition more than 6 times, the Lessor has the right to terminate the Agreement unilaterally.

8.30. In case of violation of clause 4.5.3. of the by the User or a passenger, the User shall pay a fine in the amount of two thousand rubles (RUB 2 000), as well as any damage to the Lessor or the Automobile (if any) in full.

8.31. If the Automobile is left by the User in a place that creates obstacles for free movement of pedestrians, the User shall pay a fine in the amount of two thousand rubles (RUB 2 000), as well as any damage to the Lessor or the Automobile (if any) in full.

8.32. In case of violation of other provisions of the Agreement containing the rules on the obligations and prohibitions of the User, the User pays a fine of 2,000 (two thousand) rubles and reimburses the costs of the Lessor associated with such violation, as well as any damage to the Lessor or the Automobile (if any) in full.

8.33. In case of User's violation of the hanging readiness regime, emergency situation regime, the User shall pay a fine in the amount of two thousand rubles (RUB 2 000), as well as any damage to the Lessor or the Automobile (if any) in full.

8.34. If at the end of the Automobile rental the fact of absence of the holder under the phone, the presence of which is confirmed at the moment of the beginning of the rental, the User shall pay a fine in the amount of 1 500 (one thousand five hundred) rubles, as well as any damage to the Lessor or the Automobile (if any) in full.

8.35. If the User fails to return the road kit issued by the Lessor, the User shall pay a fine of thirty thousand (30 000) rubles and reimburses the costs of the Lessor associated with such violation, as well as any damage to the Lessor or the Automobile (if any) in full.

8.36. If the User violates any terms of use for landside and transit areas, paid parking at the Airport terminals, the User shall be liable in an amount of claims (fines) imposed on the Lessor in connection with such a violation plus 20% of the amount of fine as an administration fee. The Lessor exercises the administration without the User's consent. The administration fee is charged simultaneously with the writing-off of principal debt.

Links to the websites containing parking rules for the Vnukovo, Sheremetyevo, Domodedovo and Pulkovo Airports:



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- <http://www.vnukovo.ru/airport-map/parking/>
- <https://parkingsvo.ru/vazhno-znat/pravila-ispolzovaniya.html>
- <https://parking.dme.ru/pages/rules>
- <https://pulkovoirport.ru/transport/>

8.37. The Lessor is not responsible for any valuables left in the Automobile by the User or third parties.

8.38. In case of violation of clause 4.3.19, the User undertakes to pay the expenses incurred by the Lessor for the forced evacuation of the E-Vehicle, as well as, at the request of the Lessor, pays a fine in the amount of 3000 (three thousand) rubles.

8.39. In case of violation of clause 4.5.20, the User undertakes to pay to the Lessor all expenses incurred by him, as well as other payments incurred by the Lessor for taking actions aimed at detecting the fact of a violation by the User, taking measures to restore the Car operation system after such a violation and also pays a fine in the amount of 250 000 (two hundred and fifty thousand) rubles.

8.40. In case of violation of the refusal term for the "Car order" service, specified in the clause 19 of the Rates Regulations, the User shall pay a fine in the amount of the cost of the specified service for each such case.

8.41. In case of failure to submit the documents specified in clause 4.3.10 hereof and/or exceeding the deadline for their transfer to the Lessor by more than seven (7) business days from the date of the Road Traffic Accident, the Lessee undertakes to pay the Lessor a fine in the amount of RUB fifteen thousand (RUB 15,000).

8.42. In accordance with the provisions of this Agreement, the risk of accidental loss or damage to the Automobile from the moment the "Open" button is pressed in the Citydrive Mobile App and until the "End Rent" button is pressed in the Citydrive Mobile App shall be borne by the User.

8.43. The Parties determined that the amount of fines established by this section may be reduced by the agreement of the Parties.

8.44. The Lessor shall have the right to temporarily block the personal account of the User in the Mobile Application until the moment of full payment of penalties provided for in Section 8 of this Agreement. In advance, the User shall be entitled to demand from the User documents showing that the penalties have been paid.

## 9. GROUNDS FOR AND ORDER OF CANCELLING THE AGREEMENT

9.1. The present Agreement can be cancelled prematurely:

9.1.1. by Parties' mutual agreement;

9.1.2. by the User, by sequentially pressing "Edit" and "Delete Account" buttons in the personal profile;

9.1.3. by the Lessor if the User:

violates any terms of the present Agreement;

repeatedly violates road traffic regulations, parking rules, or other legislations;

deteriorates the Automobile's technical condition;

tries to employ technology, aimed at blocking the GPS-signal, or otherwise disable security and control systems installed in the Automobile;

attempts fraud;

violates any other terms of the present Agreement;

9.2. The Agreement shall be deemed terminated upon the notification of the User.

9.2.1. In case of termination of the Agreement on the initiative of the User, the Contract is considered terminated after 30 calendar days from the date of notification by the User of the Lessor by pressing the "delete account" and confirmation of the lessor of the absence of debt from the User.

9.3. End of the Agreement term does not exonerate the Parties from responsibilities for its violation regardless of the grounds for cancellation, specifically the User is not exempted from covering all charges arising from the terms of the Agreement, nor is the User exempted from any liabilities in respect of the terms of the present Agreement.



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9.4. The User should request for account deletion by clicking in the Mobile application in the Personal account "Citydrive" button "delete account", the User confirms the absence of debts to the Leaseholder current rent payments and penalties and agrees to pay the debt In the event of receipt (the day of request or within 30 calendar days) from the Lessor information on the availability of such.

9.5. After the User sends a request to delete the account, the User has the right to cancel the request within 30 calendar days.

9.6. The account shall be blocked from the moment the User has sent the request to delete the account.

9.7. The User has the right to send a request for account recovery, while a new Agreement is concluded on the procedures described by the Lessor in section 3 of the present Agreement.

**10. COMPLIANCE TO PROCESS PERSONAL INFORMATION**

10.1. Under the terms of the present Agreement, the User is to provide the Lessor with one's personal information. The Lessor reserves the right to check the said information.

10.2. Under the terms of the present Agreement, personal information implies any information related to the User, including: surname, name, patronymic, date of birth, place of birth, address, passport information, phone number, e-mail, Mobile App account. Compliance to process personal information implies allowing: collecting, recording, systematizing, storing, clarifying (updating, editing), using, transferring, depersonalizing, blocking, deleting, destroying, and any other use of the provided information by the Lessor at its discretion.

The User hereby agrees to recording phone calls with the Lessor's support or another representative.

10.3. The User hereby agrees to receive advertisement and promotional information about: the Lessor, its services, goods, promotions, the Lessor partners etc.

10.4. The User hereby gives the consent for the Lessor to perform video and photo recording in order to ensure the safety of the property and the User's compliance with the order inside the rented Car, as well as the compliance with other terms of this Agreement.

10.5. The Lessor hereby agrees to the departments conducting administrative proceedings in cases of administrative offenses provided for in Chapter 12 of the CAO RF, Laws of subjects of the Russian Federation using any available means of communication (telephone message, telegram, e-mail, SMS messages) about administrative offense and the case on the merits.

10.6. The User confirms and guarantees that all the contact details and bank account details are real. This agreement is valid from the moment of acceptance of the terms of this Agreement during its term, as well as five years after its termination. Upon expiration of the specified period, this consent is deemed extended for each of the next five years in the absence of withdrawal of consent to the processing of personal data (hereinafter referred to as revocation) by the User.

10.7. If the User revokes his agrees to the processing of personal data, the Lessor, if the storage of personal data is no longer required for the purposes of processing personal data, destroys the personal data of the User no later than 30 calendar days after receiving the revocation of consent for personal data processing.

10.8. If the User has any rental payments and/or fines in arrears, which are recovered from the User in connection with a violation of the terms hereof, fines for administrative violations, or liability for damage caused (compensation of damage, recovery of lost profit, fines and penalty fees), as well as in other cases, in which the preservation of personal data is necessary for their processing, the Lessor shall have a right to not accept the withdrawal of the User's consent to processing of personal data until the elimination of circumstances, which resulted in such a denial, and may increase the User's personal data processing time to the extent necessary for the settlement of all disputes resulting from the contractual relationship between the Lessor and the User.

10.9. The User hereby gives the Lessor the consent to the transfer of the User's personal data to the fiscal data operator (FDO) in order for the Lessor to fulfil the provisions of clause 1 of Article 4.7 of Federal Law dated May 22, 2003 No. 54-FZ, and to the partners that provide cars for use within the Service. In this case, the transfer of personal data is carried out in the presence of a contract concluded between the Lessor and the partner. The transfer of personal data can be carried out only in cases of violation by the User of the terms of this Agreement or the law, the participation of the User in an accident, as well as in other cases where the transfer is made the interests of the User.



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10.10. If the User has a debt to the Lessor under this Agreement, the User hereby consents to the transfer of the User's personal data to third parties engaged in debt collection activities and acting by virtue of a power of attorney for the benefit of the Lessor.

10.11. By using VK ID tool, the User gives consent to the transfer of his/her personal data and other information that does not constitute personal data to third parties (VK Ecosystem Services and other Services that utilize VK ID tool when the User uses such Services and/or tools). The Company may also obtain personal data and other information that does not constitute personal data from these third parties to the extent indicated in the User's VK Ecosystem personal account in order to fulfil agreements with the User of VK Ecosystem. Personal data and other information that does not constitute personal data are collected in the Service upon registration and/or logging when the User fills the registration form or by other available means including via VK ID tool or any other third-party service, and further when the User edits previously provided information or adds personal data on his/her own initiative (as applicable) using the Service tools.

### 11. FORCE MAJEURE

11.1. The Parties are not liable for full or partial failure to fulfill their obligations prescribed by the Agreement, if such a failure was a result of a force majeure that the Parties could not have foreseen, nor prevented, nor depends on the will of either Party and occurred after the Parties have entered into the Agreement.

11.2. If any of the above circumstances has directly affected the performance of obligations within the period established by the Agreement, this period shall be extended proportionally to the duration of the relevant circumstances. If the specified period exceeds two months, each of the Parties has the right to refuse to perform the Contract unilaterally out of court, notifying the other Party in writing.

11.3. In the event of a force majeure, the affected Party, which is unable to fulfill the obligations prescribed by the Agreement, has to notify the other Party about the beginning and the end of the said force majeure within three days. The Party which did not fulfill its obligations to notify the other Party about the force majeure event taking place and did not documentally confirm the occurrence of the said event loses its right to later refer to the said event as being a force majeure.

### 12. AGREEMENT TERM

12.1. The Agreement comes into effect from the time of User's acceptance of the terms of the Agreement.

12.2. The Agreement is effective for one year from the date of aforementioned acceptance. If neither Party informs the other Party about the cancellation of the Agreement in writing 30 days prior to the end of the Agreement term, the Agreement term is considered extended for another year under the same terms. The Agreement can be extended unlimited amount of times.

### 13. OTHER TERMS OF THE AGREEMENT

13.1. On issues not regulated by this Agreement, the Parties shall be guided by the current legislation of the Russian Federation.

13.2. Any conflicts resulting from the present Agreement are to be resolved in accordance with the effective Russian Federation's legislation.

13.3. The Parties give consent that the pre-trial dispute settlement procedure is a priority for the Parties in resolving disputes. Claims can be sent to the e-mail addresses of the Parties specified during registration in the Citydrive service. The Parties recognize the validity of claims sent to each other in electronic format. All disputes arising hereunder shall be resolved in accordance with the Article 28 of the Code of Civil Procedure of the Russian Federation, unless otherwise provided by the legislation of the Russian Federation.

General Director  
"Novye Transportnye Sistemy" LLC  
Sergeev A.V.





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**DISCOUNT, BONUS, AND RATING LEVELS REGULATION**

1. The objectives of the Regulation:
  - 1.1. The objectives of the Regulation are:
    - 1.1.1. increase the overall number of Users that extend the Transport Vehicle Without Crew Rent Agreement for another year;
    - 1.1.2. increase Users’ sense of justice and good faith;
    - 1.1.3. invite new Users by the existing Users’ recommendations;
    - 1.1.4. provide active Users with Discounts and benefits;
    - 1.1.6. promote corporate events;
  - 1.2. The present Rate Regulation is an integral part of the Agreement.
  - 1.3. Everything that is not regulated by the Regulation is determined by the terms of the Loyalty Program.
2. DEFINITIONS
  - 2.1. Organiser —“Novye Transportnye Sistemy” Limited Liability Company, the owner of Citydrive’s Service.
  - 2.2. User—a private individual that has entered into the Agreement in the form of the adhesion contract with Citydrive and uses its Service.
  - 2.3. The Loyalty Program—the rules of the promotion “Loyalty Program”, approved by the Organizer, regulating the methods of accrual and use of loyalty points, discounts, the procedure for assigning Rating to Users. The “Loyalty Program” is published on the Organizer's website on the Internet: <https://citydrive.ru/rules/loyalty/>.
  - 2.4. Bonus account—the User's account used for crediting and debiting Bonus points received under this Regulation and the Loyalty Program.
  - 2.5. Balance—an account independently credited by the User, as well as used by the Lessor to compensate the User's expenses for refueling Automobiles, windscreen washing liquid and other expenses.
  - 2.6. Loyalty Points (Points, Driving bonus points)—payment units added to User’s Bonus Account under the clause 6 of this Regulation. Bonus Point do not have cash value and cannot be refunded as monetary funds. Bonus Points give the User the right to a Discount in accordance with the terms of the Rate Regulation.
  - 2.7. Friend-an individual who, during the registration process on the service "Citydrive" entered a unique invitation code provided by another User.
  - 2.8. Unique Invitation Code (promocode)—automatically generated alphanumeric code assigned to every User after the Registration with Citydrive’s Service, as well as a special link with the Unique Invitation Code embedded in it, located in the User’s Profile.
  - 2.9. Citydrive’s Service (Service)—a short-term Automobile rent service (carsharing), as well as the “Citydrive” Mobile App.
  - 2.10. Fuels and Lubricants—92, 95 RON fuel.
  - 2.11. Automobile Refueling—supplying the Automobile’s—which is currently being rented by the User—fuel tank with additional Fuels and Lubricants.
  - 2.12. Recharging shall mean recharging the battery level on the E-Vehicle.
  - 2.13. Rent—the state of the Automobile being ordered by a specific User.
  - 2.14. Order - time of use of the Vehicle by the User in accordance with the rules of section 7 of the Agreement concluded between the User and the Organiser of the program
  - 2.15. Mobile application "Citydrive" (Mobile App)- the program provided by the program Organiser, installed by the User on the mobile device, allowing to use the services of the program Organize



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- 2.16. Order Cost—due payment, excluding Discounts, for the Automobile Rent, which is calculated automatically.
- 2.17. Registration—entering into the Agreement with Citydrive by accepting the terms of the Agreement in accordance to section 3 in the Agreement.
- 2.18. User’s Profile—User’s personal page in Citydrive’s Website and Mobile App.
- 2.19. Agreement —Transport Vehicle Without Crew Rent Agreement, entered into by the User and Citydrive as the Agreement.
- 2.20. Discount—decrease of the Order Cost in accordance with the Rate Regulation.
- 2.21. Level—the User’s status in the Citydrive, which has one of the names “Researcher”, “Motor Enthusiast”, “Instigator”, “Enthusiast”, “Human-machine”, “King of the road”, assigned to the User based on the number of kilometers accumulated by the User during Automobile rental.
- 2.22. Rating level—the position of the User in the Citydrive system assigned to the User in the Citydrive service based on the number of kilometers accumulated by the User.
- 2.23. Telematic Platform shall mean an Internet service of R-Telematika LLC, which renders information services on the analysis of the driving manner and style based on telematics data obtained through specialized equipment installed on the Automobile.
- 2.24. Marketing campaign – User’s promotional event aimed at increasing existing Users loyalty and attracting new Users.

### 3. BASIC TERMS OF THE RATE REGULATION

- 3.1. Terms of the Regulation were developed in accordance with the effective Russian Federation legislation.
- 3.2. Terms and Conditions:
  - 3.2.1. All Users are automatically participating in the Loyalty Program.
  - 3.2.2. Citydrive and the User enter into the Agreement via the User’s acceptance of the Agreement at the time of Registration.
  - 3.2.3. The Agreement is considered entered into from the time of User’s account activation.
- 3.3. Participation in the Loyalty Program gives the rights to:
  - 3.3.1. Receive and accumulate Bonus Points for: using Citydrive’s Service; User’s Friends Registration; other activities that are described on Citydrive’s Website, Mobile App, and emails sent to the User’s email address.
  - 3.3.2. Use accumulated Bonus Points to cover the Order Cost.
  - 3.3.3. Change the User’s Rating Level in Citydrive service in accordance with the change of User’s Rating Points;
  - 3.3.4. Participate in the Program’s special promotional campaigns described on Citydrive’s Website, in the Mobile App, or in the emails sent to the User’s email address.
- 3.4. Any terms of the Rate Regulation take effect as soon as a corresponding feature becomes available in the Mobile App.

### 4. TERMS OF DISCOUNTS

- 4.1. Discounts are provided to Users in accordance with the terms and conditions of this Regulation and the Loyalty Program:
- 4.2. A Friend is to register by entering the Unique Invitation Code—provided by an existing User—in the “Promo Code” field at the time of Registration or by following the special link with the Unique Invitation Code embedded in it. After having entered the Code, the newly registered User receives a 50% off (not exceeding RUB 500) on the Cost of the first Order.
- 4.3. The Discount is automatically provided at the time of Rent termination—which happens when the “End Rent” button is pressed in the Mobile App—the Order invoice is sent then.



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4.4. Clause 4.3 is applied even if the “Handover” option is used, but in this case the Discount is applied only after another User has started renting the Automobile.

4.5. The discounts provided to the User under this Regulation and the Loyalty Program are not cumulative.

**5. ADDITION OF BONUS POINTS**

5.1. Bonus points are credited to the Bonus account or the User's Balance in accordance with the terms and conditions of this Regulation and the Loyalty Program as follows:

- when refueling the Automobile with Fuel and Lubricants, the User's expenses are compensated by crediting Bonus points to the User's Balance and corresponds to the cost of fuel and lubricants.

- each time the Automobile is refueled, the User is also credited with 50 Bonus points on the Bonus account.

- in case of inviting a Friend using a unique invitation code, 30% of the Cost of the Friend's first Order is credited to the User's Bonus Account (but not exceeding 500 Bonus points).

- when filling in windscreen washing liquid into the Car, the User's expenses are compensated by crediting Bonus points to the User's Balance and correspond to the cost of the windscreen washing liquid.

5.2. The User may refuel the Automobile only after receiving permission to refuel in the Mobile App. The Refueling has to be confirmed by sending a photo of the receipt obtained at a filling station where the fuel was replenished via the Mobile App or by emailing at [we@citydrive.ru](mailto:we@citydrive.ru), as well as leave the respective paper receipt in the document folder located inside the Automobile. No bonus points shall be added without providing a photograph of the cash receipt in the manner provided for by Mobile App. Other documents confirming the expenses incurred shall not be accepted. In case of payment of Refueling with bonus points provided by loyalty programs of refueling stations, the terms of this paragraph shall not apply.

5.3. The washing liquid fill out must be confirmed by sending a photograph of the cash receipt in the manner provided for by Mobile App "Citydrive". No bonus points shall be added without providing a photograph of the cash receipt in the manner provided for by Mobile App. The expenses incurred by the User may be refunded to the User's bank card in the case referred to in clause 8.3.4 of the Rate, Discount, Bonus, and Rating System Regulation.

5.4. If any technical problems—not caused by the User—occur with the Automobile during Rent, Organizer has the right to add Bonus Points in the amount equal to an Order Cost for the period that lasts as long as it takes for the Citydrive workers to eliminate the occurred problem. To receive Bonus Points in such a case, the User has to timely notify Citydrive about the occurred problems, as well as request the addition of Bonus Points by sending an email at [we@citydrive.ru](mailto:we@citydrive.ru). Citydrive notifies the User about the amount of added Bonus Points –if they are to be added—within a week from the time of the request. Citydrive has the right to deny any addition of Bonus Points, having motivated such a denial.

5.5. Citydrive reserves the right to double check the User provided information, add or deny adding if the order of providing the information is violated, or if the information is false, Bonus Points as a result of such a check. Citydrive has the right to delay adding Bonus Points for no more than two weeks—from the time the User has provided the receipt information by email and in paper receipt form—in order to ensure the validity of the provided receipt information and its correspondence with the readings from the Automobile's devices regarding the date, time, and amount of the Refueling.

5.6. Bonus Points are credited for any of the above grounds once per action granting Bonus Points in the amount equal to 1 Bonus Point per one rouble (RUB 1) spent. In the case of providing false information, Bonus points are not credited.

5.7. The Bonus points shall be added within 3 working days from the fulfillment of the corresponding activity. The Bonus points credit shall be inspected by the Organizer's Customer Support Managers within a month after the points are added to the User's personal account or User's Balance. The information about Personal account or balance can be received personally, by telephone, or by e-mail to any currently available client manager using the User's telephone number or e-mail address indicated at the registration. The Organizer's client managers shall be entitled to refuse to provide such information in case of contact using any other electronic address or telephone number

5.8. Bonus Points can be used as Discount, where 1 Bonus Point is equal to one rouble (RUB 1).

5.9. If the Agreement is canceled all Loyalty Points are lost and the Bonus Account is set to zero Bonus Points.

5.10. If Bonus Points were added erroneously, Citydrive has the right to unilaterally—without the User's consent—subtract Bonus Points from the User's Bonus Account within a month of the erroneous addition. In this case, the Organizer debited from the Bonus account the amount of Bonus points equal to the amount of Bonus points credited by mistake. In



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case the Organiser debits as much Bonus Points as were credited erroneously, the Organiser notifies the User about the said subtraction and its reasons via email—at the address indicated at the time of Registration.

5.11. The Organiser may unilaterally deactivate the Loyalty Program, having notified the Users at least a week in advance. Bonus points remaining in the Bonus Account after the Loyalty Program termination date will be cancelled. Upon the termination of the Loyalty Program, the User loses the right to use Bonus Points to pay for the Order Cost.

5.12. Citydrive can edit any parts of the Rate Regulation, having timely notified the Users by posting the changes on the [Citydrive’s Website](#), in the Mobile App, or via emailing the Users at their respective email addresses, which were indicated at the time of Registration.

5.13. Citydrive can issue additional Discounts as part of a promotional or advertising campaign.

5.14. Bonus Points cannot be exchanged into monetary funds and cannot be repaid to the User. Except for Bonus Points at the User’s Balance, received by the Service “Refill Balance” within the refill amount.

5.15. Discounts provided by the Rate Regulation cannot exceed 99% from the Order Cost.

6. The Service “Refill Balance” (available for connection by the User through the Mobile App) - a service in which the User, by clicking the “Refill Balance” button, credits funds to the Balance. The following balance replenishment packages are available to the User:

- “Package 1000”;
- “Package 4000”;
- “Package 8000”.

**7. TERMS OF GENERATING USER’S RATING. SERVICE FEATURES AT DIFFERENT RATING LEVELS.**

7.1. The main criteria used in the evaluation of the rating are the number of accumulated kilometers established by the Agreement.

7.2. The number of kilometers is reflected in the User's Personal Account, the kilometers are recorded automatically by the Citydrive system:

7.2.1. Kilometers are accrued at the moment of the Rent completion in accordance with the Loyalty Program. The minimum number of kilometers to be recorded in the Citydrive system is 1 km.

7.3. The number of kilometers is shown on the scale available in the “Loyalty program” in the Mobile application and on the website.

7.4. Depending on the number of kilometers, the User is assigned a Rating level, as well as additional opportunities provided to the User.

7.5. If the User has been assigned Rating Level “Human-machine” or “King of the road”, clause 8.4.1 of the Agreement—regarding liability—is not applied to them. If the Automobile is damaged as a result of: User’s negligence, a Road Traffic Accident caused by the User—or another person the User allowed to drive the Automobile –, mutually caused by the parties involved in the Accident, or as a result of an Accident involving only the User, the User is liable to fifteen thousand rubles (RUB 15,000). If the damage costs less than fifteen thousand rubles (RUB 15 000), the User is liable to the actual cost of the damage.

7.6. Rating levels “Researcher”, “Motor Enthusiast”, “Instigator”, “Enthusiast”, “Human-machine”, “King of the road” provide for the following restrictions on booking Automobiles:

- 20 minutes of booking of any Automobile not more than once during two hours from the time of the previous booking included in the Rate.

7.7. Citydrive has the right, at its discretion, to provide rate levels, to provide Users with preferential Automobile access as a part of: advertising or promotional campaigns, Citydrive’s special events, test-drives, etc.

7.8. User’s Rating Level does not decrease, if the User stops or takes a break from using Citydrive’s Service.

**8. REFUNDS**

## “Novye Transportnye Sistemy” Limited Liability Company

121596, 2 Gorbunova bld. 3, premises 2, room 1, city of Moscow, email: [we@citydrive.ru](mailto:we@citydrive.ru)

INN (Taxpayer Identification Number) 7704314221, Tax Registration Reason Code (KPP) 773101001,  
OGRN (Primary State Registration Number) 1157746368999

- 8.1. Terms of the present section do not apply to Bonus or Rating Points.
- 8.2. Monetary funds are refunded to the bank card which indicated in their Personal Profile.
- 8.3. Refunds are issued in the following cases:
  - 8.3.1. payments were erroneously debited twice or more from the User’s bank card due to a system error;
  - 8.3.2. the Rate plan or Rate option was changed or added erroneously due to a system error;
  - 8.3.3. an interim payment—described in clause 5.3 of the Agreement—was charged erroneously due to a system error.
  - 8.3.4. The Lessor’s subdivision in the location of its presence has been closed.
- 8.4. The bonus points acquired by the User through replenishing the Balance in the personal account in the Citydrive Mobile App may be refunded by the Lessor in cash to the User’s bank card in the amount of the balance of points unused by the User as of the date of the User’s application or as of the date when it has become impossible for the Lessor to fulfil its obligations on the lease of Automobiles.
- 8.5. The bonus points deposited by the User to the Balance in the personal account shall be refunded by the Lessor less the discounts effective at the time of replenishment.
- 8.6. Order of refunds:
  - 8.6.1. To file a refund claim, the User has to send a reasoned refund claim, indicating the grounds for such a refund, in one of the following ways:
    - by registered mail with return receipt to the following address: 2, Gorbunova St, Bldg 3, Office A900, 121596 Moscow;
    - by email with a scanned copy attached to the following email address: [we@citydrive.ru](mailto:we@citydrive.ru);
    - by contacting the support service in the Citydrive Mobile App.
  - 8.6.2. Citydrive notifies the User within seven (7) calendar days from the time of the refund claim has been received about the amount and the term of refund, if the said claim is to be satisfied.
  - 8.6.3. Citydrive has the right to deny the refund, having sent a reply explaining such a denial.

CEO  
"Novye Transportnye Sistemy" LLC  
Sergeev A.V.





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**RATES**

1. Citydrive system automatically calculates order cost by the second according to the rates at the time of the booking of the vehicle.

2. The Organiser has set the following Rates plans:

2.1. The Rate plan includes night parking outside the Green Zone (from 8:00 pm to 8:00 am) in Moscow, Saint Petersburg, Sochi.

2.2. Users who have driving experience of at least 1 (one) year and have reached the age of 23 years can access all the Automobiles listed in the Mobile Application as available for rent, namely:

Класс «ЭКОНОМ»	Класс «Комфорт»	Класс «Премиум»
Smart forfour, Smart fortwo, Smart forfour soft-top, Smart forfour turbo, Smart fortwo turbo, Smart fortwo cabrio, Hyundai Creta, Hyundai Solaris, Kia Picanto, Kia Rio, Kia Rio X-line, Skoda Rapid, VW Polo V, VW Polo VI.	Citroen C4, Renault Arkana, Skoda Karoq, Haval Jolion Elite, Nissan Qashqai, Kia Soul, Renault Kaptur, Kia Sportage, Chery Tiggo 7 Pro, Mitsubishi Outlander, Nissan X-Trail.	Audi Q3, Audi A4, Audi A3, BMW X2, Tesla Model 3, BMW X1, BMW 318i, Tesla Model Y, BMW 218i, Mercedes A200, VW Tiguan, Skoda Kodiaq, VW ID.3, VW ID.4.

2.3. For users who do not reached the age 23 years, Automobiles are available for rent:

Класс «ЭКОНОМ»	Класс «Комфорт»
Smart forfour, Smart fortwo, Smart forfour soft-top, Smart forfour turbo, Smart fortwo turbo, Smart fortwo cabrio, Hyundai Creta, Hyundai Solaris, Kia Picanto, Kia Rio, Kia Rio X-line, Skoda Rapid, VW Polo V, VW Polo VI.	Citroen C4, Renault Arkana, Skoda Karoq, Haval Jolion Elite, Nissan Qashqai, Kia Soul, Renault Kaptur, Kia Sportage, Chery Tiggo 7 Pro, Mitsubishi Outlander, Nissan X-Trail.

2.4. Updates on the cost are available in the Mobile App.

3. To the automobiles specified in clause 2.2 hereof, The User (minimum age 23 years old) may add the “KASCO option” (called “KASCO” in the Citydrive Mobile App).

4. All Users have access to the "Life insurance" option, the payment for this option is not charged from the Users.

5. Updates on the cost of “KASCO option” are available in the Mobile App.

6. "Transponder" option is automatically connected to the Automobiles equipped with transponder, which gives the right to operate the Automobile on toll roads and toll road sections in Russia.

6.1. The cost of "Transponder" option is calculated according to the tariffs, which are available at <https://nch-spb.com/tariffs/transponder/>.

By activating the "Transponder" option, the User accepts the terms and conditions set forth on the link <https://nch-spb.com/travel/rules/terms-of-service/>.

6.2. The User can use the services of driving on the Central Ring Road, both with or without the “Transponder” option, while the driving fee with the “Transponder” option will be debited from the User's account within twenty (20) minutes after the end of driving on the Central Ring Road, and if the Automobile does not have the “Transponder” option, the driving fee will be debited from the User's account within seven (7) calendar days after the end of driving on the Central Ring Road. Up-to-date information on tariffs for driving on the Central Ring Road at <https://avtodor-tr.ru/ru/platnye-uchastki/fares/ckad/>.

7. The following Tariffs is available for the User:

7.1. Per-minute tariff - rate of pay of Automobile rent service during 1 (one) minute.

7.2. Package rate - rate of pay of Automobile rent service within a predetermined period of time. Package rate cost consists of two parts:

- permanent (is the cost of booking the Car;)

- variable (formed on the basis of the distance covered by the Car during the Rent).

The Package rates provide the following options: 2 hours, 3 hours, 6 hours, 12 hours, 1 day, 2 days, 3 days, 5 days, 7 days and the “Travel” Rate plan for 7 days, long-term Automobile rent rate “4 weeks”.



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7.3. Tariff costs may vary depending on the location of the Automobile, the time of booking, the day of the week, and in other cases. The Lessor informs the User about the current Tariffs cost in the Mobile app before booking the Automobile.

7.4. “KASCO” Rate option cost in the Package rate is 10% of the amount that constitutes the permanent part of Rental cost, including 20% VAT.

7.5. If at the end of the time included in the “Travel” Rate plan for 7 days the Automobile is less than 125 km away from the Moscow Ring Road, St. Petersburg Ring Road, Sochi International Airport border, then the Per-minute tariff will be automatically activated.

If at the end of the time included in the “Travel” Rate plan for 7 days the Automobile is within 125 km or more of the Moscow Ring Road, St. Petersburg Ring Road, Sochi International Airport border, then the Per-minute tariff will be automatically extended.

Sochi, then automatic prolongation of Car rental for 1 day, the cost of which is formed from the amount constituting the fixed part of rent and the amount constituting the variable part of rent, including VAT 20%.

The User has the right to change the automatic extension on the connection of the Per-minute tariff when connecting the Package rate.

7.6. If the User has completed the Rent earlier than the period provided for in the Package rate, the Lessor may recalculate the Rent according to the Per-minute tariff. At the same time, as a result of recalculation, the cost of the Rent may not exceed the cost of the Rent stipulated in the Package rate.

7.7. The Rent price includes the option of free booking of the Car. Free booking time for Users of all Rating Levels—20 minutes of booking of any Automobile not more than once during two hours from the time of the previous booking included in the Rate.

7.8. If the duration of the Rent exceeds the Rental Period specified in the Package rate, the per-minute payment tariff will be automatically activated.

7.9. Connection of any tariff option of the Package rate is carried out only if this option is provided by the Mobile app.

7.10 With the "Radius" option available on the Automobile in the Mobile Application, Package rates provide for the possibility to use the Automobile within 2,000 km. The User is forbidden to use the Car on the territory of the Republic of Crimea and the Sevastopol.

7.11. When the “4 weeks” package rate is activated, the User will not be able to use free parking services in paid parking areas and refueling the Automobile with fuel and windscreen washing liquid. If necessary, the User independently refuels the Automobile with fuel and windscreen washing liquid. There is no compensation from the Lessor of the User's expenses for refueling the Automobile.

7.12. When the “4 weeks” rate is activated, the User may not complete the Rent in the paid parking area. Upon completion of the Rent in a paid parking area, the User is responsible for all fines imposed on the Lessor due to the fault of the User.

7.13. At the end of the time included in the “4 weeks” Package rate, the User is automatically transferred to the per-minute rent payment on general terms, but the options specified in clause 7.10 of this Regulation remain unavailable to the User.

7.14. Updates on the Package rates are available in the Mobile App.

8. Cost of the “KASCO option” per minute of use sums up with any Rate in the Rate options of driving, parking or parking in the Handover mode. Payment is made automatically by a direct debit from the User’s bank card upon completion of the Order.

9. The option is automatically connected to any tariff by the User "life and health insurance of passengers and driver". Insurance is provided by the limited liability Company "Renaissance Insurance Group" (hereinafter-the Insurer) in accordance with the terms and conditions provided by the Insurer. The lessor shall not be liable for the insurer's changes in the terms of insurance, as well as for the Insurer's performance of its obligations. Terms and conditions of life and health insurance contracts of passengers (hereinafter insurance Contracts) are available for review at the link in the Application.

The payment for the connection by the Lessor of the option "life and health insurance of passengers and driver" from the Users is not charged. Insurance is carried out by the Insurer in accordance with the conditions provided by the Insurer. The lessor shall not be liable for the insurer's changes in the terms of insurance, as well as for the Insurer's performance of its obligations. The terms of additional insurance are available at the link in the Annex.

In case of occurrence of insured events for the risks specified in the Insurance Contracts, the User independently interacts with the Insurer. The lessor, upon the request of the User, provides documents confirming the Lessee's use of the Car.

10. If the User is assigned a Rating Level “Human-machine” or “King of the road”, the “KASCO option” is automatically included in the Rate plan for driving, parking, and parking while in Handover mode Rate options and needs not to be paid for separately.



11. The “KASCO option” is applied by means of choosing the option upon request when first using Citydrive Mobile App. The Rate plan is activated in 24 hours from the moment of choosing in the User’s profile. The User can cancel this Rate option from the User’s Profile in the Citydrive Mobile App, as well as by not choosing to add it at the time of first using the Citydrive Mobile App. Additional option is deactivated from the moment of the corresponding selection in the User’s profile.
12. The “KASCO option” cannot be added in cases when the Automobile is rented as part of the User’s participation in the Marketing campaign.
13. The User has the right to purchase a Subscription for using the Automobile for a fixed period at a cost previously established by the Lessor.
14. The Subscription provides the usage of the Automobile at the conditions below:
  - 14.1. When purchasing a Subscription for 30 or 60 minutes a day, the cost of the Subscription depends on the availability of the "KASCO" option subscribed for at the time of purchase.
  - 14.2. Minutes of the Subscription that were not used by the User are not carried over to the next term of the Subscription and are not compensated by the Lessor.
  - 14.3. During the validity of the Subscription, the Automobile mileage is not charged separately and is included in the cost of the Subscription.
  - 14.4. The minutes of the Subscription available for use can be used by the User during one or several orders.
  - 14.5. The option "Limited Liability" plugged by the User, which were in effect before the purchase of the Subscription, continue to operate on the general conditions specified in the Agreement.
  - 14.6. Updates on the cost of the Subscription are available in the Mobile App.
15. As part of package rates: 6 hours, 12 hours, 1 day, 2 days, 3 days, 5 days, 7 days, “Travel” Rate 7 days, the User has the right to use the “Car order” service.
16. The “Car order” service is placed by the User through the Mobile Application by selecting the available Car in the Mobile Application, indicating the time and address of delivery of the Car.
17. As part of the “Car order” service, the User performs the following actions:
  - 17.1. Preparation of the Car for delivery for subsequent rent.
  - 17.2. Refueling the tank of the Car in a volume of at least 20% (twenty percent).
  - 17.3. Monitoring of pre-orders in the administration system.
  - 17.4. Preparation of the Car order plan in the control room.
  - 17.5. Coordination of the performance of a particular Car with the technical experts of the User.
  - 17.6. Implementation of actual actions for the Car delivery by the time and to the address specified by the User.
18. Applications for the “Car order” Service are accepted by the User in the morning hours: from 7:00 to 10:00 a.m.
19. The User has the right to refuse the “Car order” Service within 1 (one) hour from the moment of its placement in the Mobile Application without any penalties applied to the User from the Lessor.
20. The cost of the “Car order” service is debited from the User's banking card Without Acceptance within 1 (one) hour after placing an order in the Mobile Application.
21. The Automobile shall be delivered to the Lessee at the time and at the address indicated by Lessee in the Mobile App, while the actual place of delivery of the Automobile by the Lessor may differ from that specified by the Lessee within the nearest parking space.
22. If the Lessor fails to comply with the conditions of clauses 17.2., 17.7., 21 of these Rate Regulations, the User, prior to the start of the Car rent, has the right to refuse the “Car order” service and demand compensation in the amount of the price paid for the service, in the form of bonuses credited by the Lessor to the Balance of the User.
23. Updates on the cost of “Car order” services option are available in the Mobile App.

Approved by  
CEO

"Novye Transportnye Sistemy" LLC  
Sergeev A.V.

