

**TERMS AND CONDITIONS FOR RENTAL OF ELECTRIC BICYCLE(S)
LEASED by “ELJOY” LTD VARNA**

„ELJOY“ Ltd Varna provides short term rentals of electric bicycle(s) for registered users of the mobile application Smiler.bike /website www.smiler.bike (LESSEE) from a bicycle station located on:

Bicycle station

- The parking lot in front of the National Museum of History (address: 16 Vitoshko Lale Str, 1618 Sofia, Bulgaria)
- for the following routes:

Bicycle station located on The parking lot in front of the National Museum of History (address: 16 Vitoshko Lale Str, 1618 Sofia, Bulgaria)

Natural Park Vitosha – „Zlatnite mostove“ area – trough Belovodski put round trip

Bicycle station located on The parking lot in front of the National Museum of History (address: 16 Vitoshko Lale Str, 1618 Sofia, Bulgaria)

Natural Park Vitosha – „Momina Skala hut round trip

Bicycle station located on The parking lot in front of the National Museum of History (address: 16 Vitoshko Lale Str, 1618 Sofia, Bulgaria)

Natural Park Vitosha – Aleko hut round trip

- The above cited routes can be checked on the website www.smiler.bike, available through the mobile application

This document contains TERMS AND CONDITIONS, according to which „ELJOY“LTD provides the Service „Rental of electric bicycle(s)“ to its customers /LEESEE through the Mobile application smiler.bike and website www.smiler.bike. The present TERMS AND CONDITIONS are valid for all LEESEES, of the Service, offered on the Mobile application and the website of „ELJOY“LTD

I. SUBJECT OF TERMS AND CONDITIONS

Art.1 /1/ The present TERMS AND CONDITIONS concerning the Mobile application and the website for rental of electric bicycle(s) provided by „ELJOY“LTD regulate the following:

/2/ Creating and managing a reservation of an electric bicycle;

/3/ Use of an electric bicycle including:

- Instructions for use of electric bicycle(s);
- Safety instructions;

/4/ Requirements for the users of electric bicycles, rights, obligations and responsibilities of the LESSEE;

/5/ Initial check of the electric bicycle;

/6/ Other conditions related to the use of electric bicycle.

Art.2 The present TERMS AND CONDITIONS contain only the most relevant information and conditions regarding the reservation and use of electric bicycle. When booking and using the electric bicycle, the LESSEE must act in accordance with the criteria of common sense and ensure that the actions related to the reservation of the electric bicycle are done in good faith and that the electric bicycle is used properly and in accordance with the requirements of the LESSOR by a person who takes due care of it, in accordance with the "Good Owner" principle.

Art.3 За всички въпроси във връзка с ДОГОВОРА, тези ОБЩИ УСЛОВИЯ или използването на електрическият велосипед, НАЕМАТЕЛЯТ може да се свърже с представителите на НАЕМОДАТЕЛЯ по: телефон: 0889 669 657 или имейл info@smiler.bike

Art.3 In case of any questions regarding the CONTRACT, the present TERMES and CONDITIONS or the proper use of electric bicycles, THE LESSEE can contact the representatives of the LESSER on phone number: 0889 669 657 or e-mail info@smiler.bike

II.TERMS AND DEFINITIONS

Art.4 LESSER – „ELJOY“ LTD UIC 203508148. , headquarters: 43 Ivan Vazov Str, Varna

Art.5 /1/ LESSEE- individual /local or foreign/, meeting the following conditions:

/2/an individual in full capacity and age, e.g. 18 years old in accordance with the „Law of Individuals and Families“;

/3/minor between 14 – 18 years/ in accordance with the „Law of Individuals and Families“, accompanied by an individual of full age during the use of electric bicycle(s);

/4/it is absolutely forbidden the booking and the use of на electric bicycle(s) by minors under 14 години in accordance with the „Law of Individuals and Families“;

/5/ The parties expressly agree that upon signing up for the Mobile Application and the Website and whenever the Lessee accesses his account in the Mobile Application and Website, he unconditionally confirms that he has the right to sign and execute the CONTRACT and use an electric bicycle, specified in the CONTRACT and TERMS AND CONDITIONS and the GENERAL CONDITIONS of the Insurance Company responsible for the insurance of the bicycle.

Art.6 PARTIES – LESSER and LESSEE; each of them called separately the Party/The Parties;

Art.7 CONTRACT - Electric bicycle rental contract agreed between the LESSOR and the LESSEE by electronic means, integral part of which are the

present TERMS AND CONDITIONS, hereinafter referred to as CONTRACT (S) AND / OR RENTAL AGREEMENT

Art.8 Electric bicycle - a vehicle provided by ELJOY LTD. to the LESSEE with the relevant technical specifications, for temporary possession and use in accordance with the procedure and conditions specified in the present TERMES and CONDITIONS, hereinafter referred to as "BICYCLE"

Art.9 Bicycle Station – a dedicated place according to the legal requirements of the current Bulgarian legislation and applicable acts from which the LESSOR provides for temporary possession and use of electric bicycle

Art.10 Timer – a device on an electric bicycle that records and delivers to the LESSOR information about the location of the electric bicycle, the distance traveled by it, the time of use, and other data and information about its use.

Art.11 List of penalties - List of penalties for improper performance or non-performance of the CONTRACT (including, but not limited to, the TERMES and CONDITIONS), which constitute Appendix 1 to the RENTAL AGREEMENT. For the avoidance of doubt, provided that as a result of the failure of the LESSEE there are grounds for imposing different penalties on the LESSOR, the LESSOR shall have the right to apply all penalties cumulatively. Claiming penalties does not relieve the LESSEE of its obligation to cover all documented costs related to the remedy for the damages resulting from the non-performance.

Art.12 Finding Protocol - a document provided by the LESSOR in case of detection of damage to the bicycle and its equipment, loss, theft, manipulation of the equipment and all actions relevant to the use of the electric bicycle - to be filled by the parties in the case of established damages to the electric bicycle and its equipment, as well as in the case of loss and theft of the bicycle.

Art.13 Accident Act - a document a document provided by the LESSOR, which is filled in by the parties in the event of an accident, regardless of which fault it has occurred

Art.14 Bicycle theft - any action and / or lack of action on the part of the LESSEE and / or a third person, leading to the unlawful seizure of ownership of the electric bicycle.

Art.15 /1/ Loss of the bicycle - any action and / or lack of action on the part of the LESSEE, leading to the loss of the electric bicycle / unlawful seizure of the ownership of the bicycle by a third person, false theft and any other cases of loss //2/ Damage - any break of the frame and equipment of the electric bicycle

Art.16 Instructions for Use of Electric Bicycle - Document provided by the LESSOR giving instructions on how to use / start and stop the operation of the gear shift gears and more.

Art.17 Instruction for safe use of electric bicycle - a document provided by the LESSOR on the terms and conditions for safe use of the electric bicycle.

Art.18 /1/ Working hours - the operaion hours of the LESSOR, ie. time period from 9 am to 6 pm Bulgarian time /winter time/ and from 8 to 19 hours / summer time / from Monday to Sunday./

2/ The working hours from art. 18, 1 of the present TERMES and CONDITIONS is valid for Bicycle Station as follows:

- **Паркинга пред Националният исторически музей, находящ се на адрес: град София ул. "Витошко лале" 16, п.к. 1618, България**

Art.19 Pricelist – prices for rental of electric bicycles available on the Website and the Mobile Application

Art.20 Mobile application - Electronic search, reservation, use, payment and other services owned by the LESSOR managed by a smartphone. The mobile app can be downloaded for free from App Store or Google Play platforms.

Art.21 Services - Maintenance of the Electric Bicycle (main and current repairs, maintenance);

III.USE OF THE ACCOUNT AND MOBILE APPLICATION

Art.22 With the signing of the RENTAL CONTRACT by electronic means, the LESSEE submits its electronic address to the LESSOR, which is considered as the LESSEE's identification code.

Art.23 Upon initial registration on the Website or in the Mobile Application, the LESSEE creates a password that is used for further access to the Website / mobile application.

Art.24 The credentials to the Website or the Mobile Application data is provided only to the LESSEE, therefore the LESSEE is obliged not to disclose it to third parties.

Art.25 In the event of loss of access data to the Website or the mobile application, the LESSEE shall notify the LESSOR to the e-mail indicated on the Website. Upon receipt of the notice, the LESSOR shall provide the LESSEE with new login data on the Website and the Mobile Application within 1 / five / hour.

Art.26 All losses and damages occurred after the LESSOR has been notified in accordance with Article 25 after the end of the period for the issuance of the new credentials are at the expense of the LESSOR, except in the event that such losses and damages have occurred due to inaccurate or incorrect actions of the LESSEE. In the event of damages and losses due to the use of the Mobile Application / Website entry data before the end of the new credentials issuance period, THE PARTIES TO THE RENTAL CONTRACT consider that these actions have occurred due to gross negligence of the LESSEE, unless the LESSEE proves otherwise the LESSEE must compensate these LESSOR losses.

In such cases, the LESSOR shall apply the established penalties, and may also take action to recover damages, losses and lost profits by court order.

Art.27 /1/ The LESSEE under an obligation to take all security measures, such as antivirus programs and other appropriate technical means, while connecting to a computer with the Website and / or the Mobile Application through a smartphone and is responsible for all damages, losses and lost profits to the LESSOR as a result of the lack of of such measures. In such cases, the LESSOR shall apply the established penalties, and may also take action to recover damages, losses and lost profits by court order.

/2/ In the case of security violation of the software and / or the data necessary for use of the Website and / or the Mobile Application, the LESSOR, at the request of the LESSEE, provides the LESSEE with a new password and the LESSEE undertakes to change it immediately.

IV.BICYCLE RESERVATION OR LOCK:

Art.28 /1/ The booking of an electric bicycle is made after an option is selected from the "Make a reservation" mobile application. When selecting the option, a map appears on which the Bicycle Station, located at the Parking in front of the National Museum of History, at: 16 Vitosko Lale Str. 1618, Bulgaria and the route.

/2/ Bicycle reservation is valid for 60 minutes, and another bicycle can be unlocked within this time.

Art.29 /1/ When booking a bicycle, it is the only one that appears on the mobile app's map, along with instructions on how to get to the Bicycle Station, located at the Parking in front of the National Museum of History, at: 16 Vitosko Lale Str. 1618, Bulgaria. Once you are near it, you can call it by a mobile app command to hear noise and find it easily.

/2/Bicycle reservation and cancellation is free of charge.

Art.30 The "Unlocking" of the bicycle switches on a timer that starts counting the travel time. The "locking" of the bicycle and its return to the Bicycle station ends the trip. With the "unlocking" of the same bicycle, after its "Locking" begins a new trip.

V. PRICES AND PAYMENT METHODS:

Art.31 /1/Pricelist for the use of the electric bicycle can be found on the official website of ELJOY Ltd. Varna www.smiler.bike and is accessible via the smiler.bike mobile application.

Art.32 /1/ The cost of using a bicycle is calculated for the length of time it is used. The rental price is withdrawn by the LESSOR directly from the LESSEE's credit or debit card.

/2/ The LESSEE is under the obligation to provide sufficient credit or debit card balance for the purpose of making the necessary payments for the use of the service provided by "ELJOY" Ltd. Varna.

VI. SINGLE BLOCKING OF A DEPOSIT FROM THE LESSEE'S CREDIT OR DEBIT CARD:

Art.33 When using an electric bicycle with the mobile application / Web site, the LESSOR blocks a one-time deposit from the LESSEE's credit or debit card, a deposit of BGN 200, in accordance with the present TERMES and CONDITIONS S, the General Conditions of the Insurer and the Bicycle Rental Contract.

Art.34/1/ Through an option in the mobile application, the LESSEE gives the LESSOR scanned his / her ID.

/2/Upon receipt of the scanned ID, the LESSOR checks the validity of the credit or debit card and for confirmation of its validity the LESSOR receives a validation from a mobile operator.

/3/ Upon receipt of the validation by the mobile operator, the LESSOR shall block a deposit of BGN 200 from the credit or debit card of the LESSEE.

/4/The blocked deposit from the LESSEE credit / debit card is not withdrawn but serves to recover damages to the bicycle and its equipment for reasons not

attributable to the LESSOR arising during its use as well as in case of theft or loss of the bicycle and in all other cases of damage suffered by the LESSOR caused by actions and / or lack of actions of the LESSEE.

/5/ In the event that the blocked deposit is insufficient to cover the loss / damage, lost profits and damages of any kind caused to the LESSOR, the penalties provided in the present RENTAL CONTRACT shall apply, which does not exclude the possibility of the LESSOR to seek the respective type of liability by court order / criminal, civil, property, administrative, etc.) from the LESSEE, by performing all the established actions according to the applied, applicable and relevant normative acts under the Bulgarian legislation.

/6/ The LESSOR has the right to seek the value of the penalties established in this RENTAL CONTRACT from the LESSEE by court order.

/7/ In all cases of loss, damages, lost profits and damages of any nature caused to the LESSOR, the blocked deposit from the credit / debit card is withdrawn by the LESSOR.

/8/ In the case of "locking" the bicycle and in the absence of damage to the bicycle and its equipment and claims between the PARTIES, the blocked deposit from the credit / debit is released / returned to the LESSEE.

VII. USE OF THE ELECTRIC BICYCLE

Art.35/1/ The reserved electric bicycle is "unlocked" by selecting the "Unlock" option from the mobile application / website.

/2/ The electric bicycle is provided for use to the LESSEE by an authorized employee of ELJOY“LTD Varna at the Bicycle Station located on The parking lot in front of the National Museum of History (address: 16 Vitoshko Lale Str, 1618 Sofia, Bulgaria

/3/ Before using the bicycle, the LESSEE should check that the tires are sufficiently inflated, the charge of the battery, whether the timer counts the time correctly, as well as for external visible defects.

/4/ If the LESSEE finds discrepancies on the electric bicycle or its equipment, he/she should immediately notify the authorized employee of ELJOY Ltd. Varna before using it.

Art.36 /1/ The electric bicycle is put in motion by the LESSEE and, if necessary, the authorized employee of "ELJOY" Ltd. of Varna gives instructions for its operation and the route. Before using the electric bicycle the employee records the brand, model and serial number of the bicycle.

/2/ The electric bicycle shall be used in accordance with the instructions established in Articles 15 and 16 of the present TERMS and CONDITIONS;

/3/ The LESSEE guarantees that he/she will use the electric bicycle as intended in accordance with the terms of the RENTAL CONTRACT, the technical specifications and instructions for use of the manufacturer and LESSOR, the safety instructions in accordance with the present TERMS and CONDITIONS, the Road Traffic Act and the requirements of all other relevant and applicable laws in force under Bulgarian legislation;

/4/ In the event that the electric bicycle stop unexpectedly during its use, the LESSEE should immediately notify the authorized employee of “ELJOY” Ltd. Varna on 0889 669 657;

/5/ In the event that the electric bicycle stop unexpectedly during its use, the LESSEE should not take any action to remove the reason for stopping and strictly comply with all instructions given by the authorized officer of “ELJOY” Ltd. Varna.

Art.37 The electric bicycle must be used by the LESSEE on the following route: Start Bicycle station located on The parking lot in front of the National Museum of History (address: 16 Vitoshko Lale Str, 1618 Sofia, Bulgaria)

Natural Park Vitoshka – „Zlatnite mostove“ area – trough Belovodski put round trip, and the route as well as the location of the bicycle station can be checked on the website www.smiler.bike, available through the mobile application smiler.bike

Art.38/1/ The LESSEE is not allowed to use the electric bicycle outside the route specified in Article 37 of the present TERMS and CONDITIONS.

/2/ The LESSEE is not allowed to use the electric bicycle for competitions and races with other persons and other vehicles, "OFF-ROAD" cycling, freight transport and transportation of third persons with the rented electric bicycle, as well as any other actions and activities prohibited by applicable normative acts under the Bulgarian legislation.

/3/ The LESSEE guarantees that, when using the electric bicycle, he/she will not perform any actions related to the manipulation of the equipment that records the travel time, location and other data relevant to the use of the electric bicycle, as well as to perform unregulated actions on the software the mobile app and the Website. In the event of such action being performed by the LESSEE, the LESSOR shall apply all sanctions and penalties provided in the RENTAL CONTRACT, TERMS and CONDITIONS of the Insurer, and penalties do not exclude the possibility of the LESSOR to seek the respective type of liability by court order.

VII.END OF USE AND RETURN OF THE ELECTRIC BICYCLE

Art.39/1/Upon the end of the use of the electric bicycle, the LESSEE should perform all of its "Lock" actions using the Mobile Application and Website Options and return it in a condition no worse than what it was when he/she received it from the LESSOR, as the parties take into consideration the common wear off on both the bicycle and its equipment.

/2/ The following damages listed below are not considered as normal wear and tear:

- Broken, deformed rims of the electric bicycle due to mechanical action or thermal impact**
- Broken, deformed and scratched framee of electric bicycle due to mechanical action or thermal impact**
- Broken, deformed and scratched handlebar and electric bicycle breaks system due to mechanical action or thermal impact**
- Broken, deformed drive mechanism and electric bicycle shifter lever due to mechanical action or thermal impact**

- **Broken, deformed battery of the electric bicycle due to mechanical action or thermal impact**
 - **All obvious damage to the electric bicycle and its equipment, which can be found between the parties in during a normal review before and after the end of its use**

/3/In the event of the aforementioned damages, the parties shall draw up a Founding Protocol in the form provided by the LESSOR, signed by the LESSEE and the LESSOR, and for the LESSOR the Founding Protocol shall be signed by the authorized employee of “ELJOY” Ltd. Varna.

Art.40 Upon end of the use of the electric bicycle, the LESSEE should perform all of its "Lock" actions using the Mobile Application and Website Options and return it to the Bicycle station located on The parking lot in front of the National Museum of History (address: 16 Vitoshko Lale Str, 1618 Sofia, Bulgaria

Art.41/1/ Upon end of the use of the electric bicycle and its return, the authorized employee of “ELJOY” Ltd. Varna must review the electric bicycle and its equipment.

/2/In the case of established failures, a statement of findings shall be drawn up and, in the event of an accident, an Act of Accident.

VIII. DAMAGES ON THE ELECTRIC BICYCLE AND ITS EQUIPMENT

Art.42/1/ In the event of damage to the electric bicycle and its equipment during use, the LESSEE shall immediately end its use and notify the LESSOR, through notify the authorized employee of ELJOY Ltd. Varna on 0889 669 657.

/2/In case of damage due to a traffic accident and / or any other circumstances, the LESSEE shall immediately inform the LESSOR through the authorized employee of ELJOY Ltd. Varna at 0889 669 657 and the relevant competent authorities (Police, Fire Service, Emergency Medical Service, etc.)

/3/ In the event of damage to the electric bicycle and its equipment during use, the LESSEE should take the necessary measures to limit and / or reduce the damage to it.

IX.LOSS, THEFT OF THE ELECTRIC BICYCLE AND ACCIDENT DURING ITS USE

Art.43/1/If during the use of the electric bicycle, the latter is lost due to actions and / or lack of actions of the LESSEE, the latter must notify immediately the LESSOR, through the authorized employee of ELJOY Ltd. Varna at 0889 669 657 and the relevant competent authorities (Police, Fire Service, Emergency Medical Service, etc.)

/2/In the event of loss of the electric bicycle, it is considered stolen, and the LESSOR informs the competent authorities / MI, the Prosecutor's Office, etc. / to seek criminal liability from the LESSEE

/3/ In the event of loss of the electric bicycle, a statement of findings shall be drawn up between the parties - Annex no

Art.44/1/ If during the use of the electric bicycle, the latter is stolen due to actions and / or lack of actions of the LESSEE, the latter must notify immediately

the LESSOR, through the authorized employee of ELJOY Ltd. Varna at 0889 669 657 and the relevant competent authorities (Police, Fire Service, Emergency Medical Service, etc.)

/2/ In the event of theft of the electric bicycle, and the LESSOR informs the competent authorities / MI, the Prosecutor's Office, etc. / to seek criminal liability from the LESSEE

/3/ In the event of theft of the electric bicycle, a statement of findings shall be drawn up between the parties - Annex no

Art.45/1/ If during the use of the electric bicycle an accident occurs with impact on LESSEE's health, the event shall be considered ACCIDENT and the LESSEE must notify immediately the LESSOR, through the authorized employee of ELJOY Ltd. Varna at 0889 669 657 and the relevant competent authorities (Police, Fire Service, Emergency Medical Service, etc.)

/2/ In the event of ~~срещ~~Accident the parties draw up an Act of Accident on a model provided by the LESSOR Annex no

X. OBLIGATIONS AND RESPONSIBILITIES OF THE LESSEE

Art.46 The LESSEE must meet the requirements and conditions of use of an electric bicycle

Art.47 During the use of the bicycle, the LESSEE should not be under the influence of alcohol, narcotic psychoactive or psychotropic substances

Art.48 The LESSEE undertakes to comply with the Electric Bicycle Instruction Manual, the Electric Bicycle Safety Instruction, the Road Traffic Act and all relevant acts relating to the use of the electric bicycle, as well as any instructions given in relation to the use of the electric bicycle by THE LESSOR

Art.49 THE LESSEE takes the risk and is responsible for the electric bicycle during its use and bears full responsibility for it from the beginning of the journey to its end

Art.50/1/ The LESSEE undertakes to notify the LESSOR in all the specified cases in the present TERMS AND CONDITIONS and the RENTAL CONTRACT

/2/ In the event the LESSEE does not take any notification action by the force of the present TERMS AND CONDITIONS and the RENTAL CONTRACT, he is liable for any damages, lost profits, etc.

Art.51

In case the LESSEE violates the Road Traffic Act and / or other relevant regulations, the LESSEE is obliged to reimburse the direct losses of the LESSOR incurred as a consequence of such breach for each individual offense

Art.52/1/ For breach by the LESSEE of the TERMS AND CONDITIONS / CONTRACT, the penalties specified in the List of Penalties shall apply. The application of any penalty provided is deemed to compensate for the losses and damages suffered by the LESSOR arising as a result of the particular violation by the LESSEE

/2/ Application of the penalties specified in the List of Penalties for the particular violation does not relieve the LESSEE from performing all the envisaged actions in the TERMS AND CONDITIONS / CONTRACT

/3/ Application of the penalties specified in the List of Penalties for the particular violation of the LESSEE does not negate the possibility of the LESSOR to seek the respective kind of liability by court / criminal, civil, property, etc. from the LESSEE, by performing all the actions envisaged according to current, applicable and relevant normative acts under the Bulgarian legislation

XI.OBLIGATIONS AND RESPONSIBILITIES OF THE LESSOR

Art.53 The LESSOR has the duty and responsibility to ensure that the electric bicycle is operable according to its technical specifications given by the manufacture

Art.54 The LESSOR is responsible for the correct execution of all activities and procedures specified in the present TERMS AND CONDITIONS and the RENTAL CONTRACT

Art.55 The LESSOR bears responsibility and undertakes to reimburse all direct losses of the LESSEE that have arisen due to proven incorrect and / or imprecise and / or delayed performance of the LESSOR's obligations.

Art.56 The LESSOR is not liable for any loss or damage suffered by the LESSEE which he / she has caused and / or could cause due to improper and / or dangerous operation of the electric bicycle

Art.57 THE PARTIES are not liable to each other for possible indirect losses.

Art.58 The LESSOR is not liable for the LESSEE's losses incurred due to the impossibility to use the electric bicycle in the event of an accident, loss and theft and / or for other reasons beyond the control of the LESSOR.

XII. FINAL PROVISIONS

Art.59 The present TERMS AND CONDITIONS are an integral part of the RENTAL CONTRACT.

Art.60 The LESSOR does not assume any risk or liability and is released without any conditions therefrom in cases where the LESSEE has not become aware of its rights, responsibilities and obligations, in whole or in part, in the TERMS AND CONDITIONS and RENTAL CONTRACT, given that he has been provided with this possibility.

Art.61 The TERMS AND CONDITIONS may be amended unilaterally by ELDJOY Ltd. in Varna and for the subsequent amendments the registered users should be notified by sending a message to the email address registered by the user within 5 working days from their occurrence

Art.62 The terms and definitions used in the TERMS AND CONDITIONS have the meaning attributed to them in the RENTAL CONTRACT, unless clearly and without any possibility of different interpretations, these TERMS AND CONDITIONS attribute another meaning.