

Public Offer

on the provision of information services

LIMITED LIABILITY COMPANY "UKLON", hereinafter referred to as the "**PARTY 1**", represented by Director Ostapiuk Maksym Olegovych, acting on the basis of the Charter, guided by Articles 633, 634 of the Civil Code of Ukraine, on the one hand, and

any individual or legal entity, hereinafter referred to as the "PARTY 2", accepting the present Public Offer on the provision of information services (hereinafter referred to as the "Agreement"), on the other hand, jointly referred to as the "**PARTIES**", separately – "**PARTY**", have entered into this Agreement, as follows:

PREAMBULE

1. The information provided in this document is an official offer (Public Offer) to any person to conclude an Agreement on the provision of information services. This Agreement is a public in accordance with the provisions of Article 633 of the Civil Code of Ukraine. This Agreement is also considered as an accession agreement within the meaning of the part 1 of Article 634 of the Civil Code of Ukraine, the terms and conditions of which are set and posted by the PARTY 1 on the Web-site and which can only be concluded by full and unconditional acceptance (joining) of the PARTY 2 to the proposed Agreement as a whole.

2. The Agreement establishes general terms and procedure according to which the PARTY 2 shall receive Services, mentioned in clause 1.3. of this Agreement, from the PARTY 1.

3. The terms of the Agreement shall be accepted by the PARTY 2 to the full extent without any limitations, warnings and exceptions as at the date of its acceptance. Introduction of amendments to this Agreement shall not imply cancellation or refusal of the PARTIES from using the Services provided by the PARTY 1.

4. By signing this Agreement, the PARTY 2 confirms that it has utterly and fully familiarized and agrees with its terms.

1. TERMS AND DEFINITIONS

1.1. PARTY 1 – means a legal entity, incorporated under the legislation of Ukraine - LLC "UKLON", which shall provide Services to the PARTY 2 in accordance with this Agreement.

1.2. PARTY 2 – means a natural or legal person, which uses Services provided by the PARTY 1 through the Web-site or the Mobile application. The PARTY 2 shall bear all the risks related to the usage of the received Services by a person not being authorized to such receipt.

1.3. Services – means information services for providing access to the Service Uklon whereby the PARTY 2 obtains available information about the Order.

1.4. Service Uklon – means the ability to use the technology platform by the Mobile application "Uklon Driver", allowing to receive information about the Order, as well as to organize communication between the PARTY 2 and the User.

1.5. User – means any capable individual who is 18 (eighteen) years old or a legal entity having made an Order via the Mobile application "Uklon" or the website: www.uklon.com.ua.

1.6. Order – means the order of the User for the provision of passenger transportation services, the services of managing the User's vehicle («driver» service), delivery services, structured according to the requisite details: address of the points of departure and destination of the passenger transportation, the time of car arrival, type of car, cost of transportation as well as additional requirements in accordance with paragraph 2.2. of this Agreement.

1.7. Technology platform means an interconnected set of computer programs and electronic data in the form of numbers, letters, symbols, images and combinations thereof (including graphic information, video information, etc.) intended to collect, process, distribute, store, present information about Orders received by the PARTY 1 from Users, and delivery of the access to this information to the PARTY 2.

1.8. Web-site means a web-page on the Internet at the address: www.partner.uklon.com.ua.

1.9. Mobile Application means a copy of a Software in the form of a mobile application for mobile devices iOS, Android, called "Uklon Driver", which is provided by the PARTY 1 to the PARTY 2 for the temporary use (during the validity of this Agreement) for functional use by the end user as a tool for providing Services to the PARTY 2.

1.10. Public Offer means the Offer of the PARTY 1, posted on the Web-site and addressed to general public of individuals and legal entities to enter into the Agreement by accept.

1.11. Accept means complete, unconditional and absolute acceptance of the terms of the Public Offer by the PARTY 2. Making an accept of this Public Offer, the PARTY 2 confirms its acquaintance and full, unconditional and final agreement with all the terms of the Agreement, as well as its willingness to join to this Agreement.

2. SUBJECT OF AGREEMENT

2.1. Under this Agreement, the PARTY 1 provides the PARTY 2 with information services in respect of providing access to the Service Uklon, through which the PARTY 2 obtains available information about the Users' Orders, and the PARTY 2 decides at its sole discretion whether to accept or not to accept the Order. Upon acceptance of the Order, the PARTY 2 shall pay to the PARTY 1 the amount specified in this Agreement in accordance with clause 4.1 of this Agreement.

2.2. The information about Order may include the following:

- address of the points of departure and destination of the passenger transportation;
- time of car arrival, type of the car;
- cost of transportation;
- additional requirements (non-smoking driver, extra luggage in passenger compartment, going with pet, meeting with sign, air conditioning, english speaking driver, silence driver, etc.).

2.3. Services under this Agreement shall not be considered as the telecommunication services. In order to transmit data and information under this Agreement, the Parties shall involve at their own expense the third parties providing such telecommunication services.

2.4. The fact of payment of the fee for the Services shall be considered as the full and unconditional acceptance of this Public Offer in accordance with Article 642 of the Civil Code of Ukraine.

2.5. The date of acceptance of this Public Offer according to the provision 2.4. of this Agreement shall be the date of concluding of this Agreement. The Agreement concluded by acceptance of the Public Offer shall have legal force in accordance with Article 642 of the Civil Code of Ukraine and shall have the same force as the Agreement, signed by the PARTIES.

3. RIGHTS AND OBLIGATIONS OF THE PARTIES

3.1. Obligations of the PARTY 2:

- to perform all received Orders;
- to carry out technical maintenance of the vehicle;

- to comply the rules for passenger transportation according to the legislation of Ukraine;
- to prepare all necessary permits, established by the legislation of Ukraine on provision of the services for passenger domestic transportation by cars;
- not to transfer any right or possibility of access to the information provided to third parties;
- timely and fully pay for the Services of the PARTY 1;
- to provide the PARTY 1 with all necessary information, relating to performance of the conditions of the Agreement;
- in case of refusal from fulfilment of the received Order without good reason, the PARTY 2 undertakes to promptly notify the PARTY 1, otherwise the Agreement terminates unilaterally.

3.2. Rights of the PARTY 2:

- to receive an access to the Service Uklon;
- to use information provided by the PARTY 1 by receiving an access to the Service Uklon;
- to receive from the PARTY 1 all necessary explanations relating to fulfilment of its obligations under this Agreement;
- in the case of detection by the PARTY 2 items, transportation of which is prohibited by the current legislation of Ukraine, during the performance of the delivery services, to refuse transportation of such items.

3.3. Obligations of the PARTY 1:

- to provide the PARTY 2 with an access to the Service Uklon from electronic device (mobile phone, tablet, computer) of the PARTY 2 and register its personal account on the Web-sit;
- to demand from the PARTY 2 to provide appropriate level of passenger services.

3.4. Rights of the PARTY 1:

- to verify compliance with the terms of this Agreement by the PARTY 2;
- in case of non-fulfilment or improper fulfilment of the terms of the present Agreement by the PARTY 2, to demand elimination of such violations;
- at the PARTY's 2 request to connect the GPS setting for accepting orders; if there are more than 10% of orders canceled by the PARTY 2, temporary disconnect the GPS setting without notifying the PARTY 2;
- to refuse PARTY 2 to conclude this Agreement or to terminate unilaterally without any notification in case of non-compliance or violation of the Requirements and / or Terms And Conditions by PARTY 2, published on the Web-site of the PARTY 1;
- to terminate this Agreement unilaterally or suspend the provision of the Services without warning in case of the PARTY's 2 fraudulent and / or other actions violating the laws of Ukraine;
- to insure life and health of the PARTY 2 during performance of the Order. The insurance is conducted at PARTY's1 own expense, the PARTY 2 shall not be obliged to pay any insurance payments. The choice of the insurance company and the terms of insurance are determined at PARTY's 1 discretion, whereon the PARTY 2 gives its consent. The PARTY 2 has right to withdraw its insurance consent at any time by sending a respective notice to the following email of the PARTY 1: okk@uklon.com.ua.

4. SERVICE FEE AND PAYMENT PROCEDURE

4.1. The service fee for the provision of Services shall be equal to 15% of the cost of transportation mentioned in User's Order.

4.2. The PARTY 2 carries out the payment for the Services of the PARTY 1 through the payment terminals or cashless payment on bank account.

4.3. The PARTY 1 may change the abovementioned service fee temporarily or permanently depending from the region and due to other factors at the discretion of the PARTY 1 by notification to the PARTY 2 in order stipulated by provision 5.2 of this Agreement.

5. VALIDITY PERIOD OF THE AGREEMENT AND ITS TERMINATION PROCEDURE

5.1. The PARTIES conclude this Agreement for indefinite term and may terminate this Agreement unilaterally with prior notification of the other Party before 5 (five) days until the date of termination.

5.2. In case if upon 1 (one) year from the moment of carrying out of last payment for Services the PARTY 2 didn't make any payments, this Agreement terminates. The abovementioned provision does not deprive the right of the PARTY 2 to apply to the PARTY 1 to conclude a new Agreement in the future.

5.3. The PARTY 1 has a right to amend or update the conditions of this Agreement unilaterally at any time. All alterations to this Agreement, new redaction of the Agreement shall enter into force on the date of their publication on the Web-site.

6. LIABILITY OF THE PARTIES

6.1. The PARTIES shall be liable for non-fulfilment or improper fulfilment of the obligations, provisions or terms of this Agreement in accordance with the current legislation of Ukraine, unless otherwise provided by this Agreement.

6.2. In the event if PARTY 2 violates its obligation to carry out any payment in accordance with this Agreement, the PARTY 1 has a right to demand from the PARTY 2, and the latter undertakes to pay in favour of the PARTY 1 the penalty at a double discount rate of the National Bank of Ukraine from overdue amount for each day of delay, within ten (10) calendar days upon the date of receipt of the notification of the PARTY 1.

6.3. In the event that the PARTY 2 violates its payment obligations in accordance with this Agreement, the PARTY 1 has a right to terminate the Services provision under this Agreement without any notification.

6.4. Termination of the Services provision by the PARTY 1 on the grounds, specified in provision 6.3. of the Agreement, shall not release the PARTY 2 from fulfilment of its obligation to pay the PARTY 1 the amount due for the received Services, and penalty sanction, as well.

6.5. In case of termination of the Services provision in accordance with provisions 6.3., 6.4. of this Agreement, in order to renew the services provision, the PARTY 2 shall pay service fee and penalty to the PARTY 1 to the full extent. In the case of refusal of the PARTY 2 to renew the Services provision within 5 (five) calendar days upon the date of termination of the Services provision, the PARTY 1 has a right to terminate the present Agreement unilaterally.

6.6. In case of cancellation of the accepted Orders by the PARTY 2 (city of Kiev), the PARTY 1 shall be entitled to apply the following enforcement actions: the first cancellation - a warning, the second cancellation - a fine in the amount of UAH 50.00, the third cancellation and more - a fine in the amount of UAH 100.00, order cancelation to the airport Boryspil and/or back direction - a fine in the amount of UAH 300.00 for each case of cancellation.

In case of cancellation of the accepted Orders by the PARTY 2 (other Ukrainian cities), the PARTY 1 shall be entitled to apply the following enforcement actions: the first cancellation - a warning, the second cancellation - a fine in the amount of UAH 30.00, the third cancellation and more - a fine in the amount of UAH 60.00 for each case of cancellation.

6.7. In case of unreasonable and/or false presses of the SOS button by the PARTY 2, which is intended exclusively for emergency situations during the execution of Orders, the PARTY 1 shall be entitled to apply the following enforcement actions: the first call- a warning, the second call- a fine in the amount of UAH 50.00, the third call and more - a fine in the amount of UAH 100.00 for each case.

In case of unreasonable and/or false presses of the SOS button by the PARTY 2 (other Ukrainian cities), the PARTY 1 shall be entitled to apply the following enforcement actions: the first call- a warning, the second call- a fine in the amount of UAH 30.00, the third call and more - a fine in the amount of UAH 60.00 for each case.

6.8. If the PARTY 2 increases the cost of transportation mentioned in the Order, the PARTY 1 shall be entitled to recover from the PARTY 2 penalty in excess of the cost of transportation mentioned in the Order.

6.9. The PARTIES shall receive and consider all complaints and claims arising in relation to the services on transportation on a by-order basis, provided by the PARTY 2 with help of service (information) support of the PARTY 1. In case of establishment of the guilt of the PARTY 2 in relation to the quality of the transportation services provision on a by-order basis after consideration of the complaints and claims of the Customers, the PARTY 2 shall be solely responsible for the violation of the quality of the transportation services provision on a by-order basis, which arose due to its fault.

7. FORCE MAJEURE

7.1. Neither party shall be liable for non-fulfilment or improper fulfilment of its obligations if such non-fulfilment or improper fulfilment shall be a consequence of force majeure.

7.2. The force majeure shall include but not limiting to: (1) fire, flood, earthquake, explosion, storm, landslide, epidemics and other natural phenomena and natural disasters; (2) also acts of war, strikes, failures in the payment systems, adoption by a public authority or local self-government authority of the decision, which impeded proper fulfilment of this Agreement, etc.

8. PERSONAL DATA

8.1. All matters relating to the collection, use, processing and protection of the personal data of the PARTY 2 are governed by a separate Privacy Policy posted on the Web-site.

9. MISCELLANEOUS

9.1. This Agreement shall be available on the Web-site. This Agreement shall come into force for the PARTY 1 from the moment of its publication on Web-site, for PARTY 2 – from the moment of its Accept.

9.2. The Agreement may be signed with any individual who has reached majority, having full legal capacity and capability. The Agreement may be signed with any legal entity incorporated under the legislation of Ukraine, any other state or international law.

9.3. The place of signing of this Agreement shall be the place of location of the PARTY 1.

9.4. In cases not provided for by this Agreement, the Parties shall use the current legislation of Ukraine.

9.5. The PARTIES settle any disputes and controversies arising out of or in connection with this Agreement or its preparation, performance or termination through negotiations. If the Parties are unable to settle the dispute through negotiations within 15 (fifteen) calendar days upon the date of notification by one of the Parties on occurrence of such dispute or controversy, the dispute shall be settled by judicial procedure within the jurisdiction and at the venue according to the legislation of Ukraine.

9.6. This Agreement shall not establish any other legal relations (including labour relations) between the PARTY 1 and the PARTY 2, and/or any third party, otherwise than specified by this Agreement.

9.7. In case of recognition of any provision or term of the present Agreement to be invalid or not secured by the period of limitations, all other terms and conditions shall remain valid and secured by the period of limitations. All such invalid provisions or not secured by the period of limitations shall be changed so as to become valid and secured by the period of limitation and reflect the intent of the Parties.

9.8. The database built as a result of the Services provision by the PARTY 1 shall be the exclusive property of the PARTY 1, and the PARTY 2 shall not have any rights or authorities in relation to it, including those concerning the registration of the database in accordance with the current legislation of Ukraine.

9.9. This Agreement is drawn up in Ukrainian, but is also available for information in Russian and English. In case of discrepancies between the original version of the Agreement in Ukrainian and version of the Agreement in another language, the provisions of the original version of the Agreement in Ukrainian shall prevail.

10. REQUISITES:

LLL “UKLON”

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Income tax payer on general grounds

VAT payer since August 01, 2016.

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