

TERMS OF SERVICE

Thank you for your interest in Gooddog!

Please read these Terms of service carefully as they contain important information regarding your legal rights, remedies, and obligations. These include various limitations and exclusions, a clause that governs the jurisdiction and venue of disputes, and obligations to comply with applicable laws and regulations.

Introduction.

Mityashin Unlimited SRL, (collectively, “Gooddog”, “we”, or “us”), provides an online car sharing platform and car rental service provided for travelers and locals seeking to book those vehicles. Gooddog is accessible online including at gooddog.rent and as an application for mobile devices. Gooddog’s websites, blog, and mobile applications and associated services are collectively referred to as “the Services”. By accessing or using the Services, including by communicating with us, you agree to comply with, and be legally bound by, the provisions of these Terms of Service (“Terms”), whether or not you become a registered user of the Services. These Terms govern your access to and use of the Services and constitute a binding legal agreement between you and Gooddog.

These Terms, together with Gooddog’s [Privacy Policy](#), applicable insurance terms and certificates, roadside assistance terms, constitute the “Agreement” between you and Gooddog (each a “Party” and together, “the Parties”).

Modification.

Gooddog reserves the right, at our sole discretion, to modify our Services or to modify these Terms at any time. If we modify these Terms, we will post the modification on our Services. We will also update the “Last Revised” date at the top of these Terms. By continuing to access or use our Services after we have posted a modification or have provided you with notice of a modification, you are indicating that you agree to be bound by the modified Terms. If the modified Terms are not acceptable to you, your sole recourse is to stop using and accessing the Services within 30 days, in which case the previous effective version of these Terms will apply to you, unless you have used the Services during the intervening 30 day period, in which case the new version of these Terms will apply to you

If you have any questions for us concerning the Agreement, or Gooddog generally, please contact us at support@gooddog.rent

1. GENERAL TERMS

1.1. Lessor (hereinafter “Gooddog”) - Mityashin Unlimited SRL (registered address of actual location: Plaza La Proa, Local 4, Floor 1, Avenida Alemania, Bávaro, Dominican Republic) and third parties to which the rights of the Lessor were transferred according to law and/or this Agreement.

1.2 Registration - To access certain features of the Services, you must sign up for an account with us by either providing us your email address and creating a password or connecting through an account with a third-party site or service (including Apple, Facebook and Google).

1.3 Vehicle - A car provided to users under the conditions contained in this Agreement within the terms of the Gooddog.rent Services. Users can be informed of the list of vehicles and their basic technical specifications on our Web-site and/or our Gooddog.rent Application. The vehicles available to Users and their location are displayed in the Gooddog.rent Application and/or on the Web-site for the User's choice of a Vehicle and its further use under this Agreement and its Annexes. The Parties agreed that the clear definition of the rental property (a particular Vehicle) takes place at the time of the Vehicle's pick-up by a User according to the conditions set out in this Agreement and its Annexes.

1.4. User (Guest, Customer) - an individual complying with this Agreement and its corresponding Annexes who completed the procedure of registration and authorization and acceded to this Agreement in accordance with its requirements.

1.5 Rates - The rates for using the Gooddog.rent Services determined by the Lessor in the Annex to this Agreement and Rates displayed on the Web-site and/or in the Gooddog.rent Application.

1.6. Gooddog.rent Application - a software application for Devices which is an intellectual property of the Lessor providing Users with the opportunity to use Gooddog.rent Services.

1.7 Device - a User's hardware device connected to the Internet, powered by IOS or Android, providing Users with the opportunity to use Gooddog.rent Services via the Gooddog.rent Application and/or Web-site. Devices include but are not limited to PCs (including laptops, desktops, Macintosh PCs), mobile phones (including smartphones and communicators), pocket PCs (including tablet PCs).

1.8 Web-site - <https://gooddog.rent>. The Web-site provides Users with the opportunity to use Gooddog.rent Services concerning the access to vehicle booking and to other Web-site features available at the access time.

1.9 Customer Support - a Gooddog department providing customer support, help and information while offering Gooddog Services 24 hours per day, 7 days per week (except as otherwise expressly stated in the Gooddog.rent Application and/or on the Web-site). Information

and Support is provided when User contacts our Customer Support via the phone 1-849-243-07-00.

1.10 Gooddog.rent Service - integrated services of Gooddog provided to registered and authorized Users via the Gooddog.rent Application and/or the Web-site 24 hours per day, 7 days per week, providing Users the option of searching and booking available vehicles, renting (temporary possessing and using) vehicles on the terms of User's driving, waiting, rental cancellation, searching a vehicle on the parking, refueling a vehicle and other services provided by the Gooddog.rent Application and/or the Web-site features or by the Gooddog via the Customer Support.

1.11 Long-term rental - Using a vehicle longer than 24 hours with a security deposit in the Gooddog office.

1.12 Security deposit - The amount blocked on the User's credit card for solvency confirmation in case of violation of the conditions or a traffic accident.

1.13 Gooddog.rent Service Territory of use - The territory where it is allowed to use a Vehicle (drive a Vehicle) and leave a Vehicle on standby and the territory where it is acceptable to complete the rental of a Vehicle (hereinafter "the Territory").

1.14 Traffic Rules - Traffic rules of the Dominican Republic.

1.15 Insurance conditions - Binding insurance conditions redacted and confirmed by an insurance company. Insurance conditions may be modified at the sole discretion of an insurance company and in compliance with applicable legal requirements of the Dominican Republic, therefore if an insured event occurs the previous effective version of these Insurance conditions will be applied. Insurance conditions and their modifications may be posted by Gooddog on the Web-site and/or in the Gooddog.rent Application.

1.16 Normal wear and tear - A document defining the degree of damage to a vehicle and its normal wear and tear assessment, included in the Annex to this Agreement.

1.17 Property stored inside a vehicle - property stored inside a vehicle's glove department, inside a vehicle or attached to a vehicle's body, including but not limited to the set of ignition keys, a licence plate, a first-aid kit, a fire-extinguisher, a warning triangle, floor mats, special equipment and accessories (including charging devices and holders for mobile phones and PC tablets) and other removable property.

1.18 Documents stored inside a Vehicle - documents stored inside a vehicle's glove department, namely, a vehicle registration certificate, an insurance certificate (Collision Damage Waiver).

1.19 Mobile terminal - Programmable navigation equipment of telematics monitoring supporting GPS systems installed inside a vehicle and owned by Gooddog, designed for the

remote control of the vehicle's certain features, automated collection of information regarding certain vehicle's systems condition, vehicle's location, processing, storing and output of the collected data to Gooddog devices.

1.20 Gooddog.rent Terms of Service - A binding document, unconditionally accepted by a User during the Registration, posted on the Web-site and/or in the Gooddog.rent Application, defining terms and conditions of using the Web-site, Gooddog.rent Applications and Gooddog.rent Services (when applicable).

1.21 Bonus account - A virtual account belonging to a User for crediting of a discount (the reduction of the Lessor's fee according to this Agreement) in the form of virtual (bonus) currency provided by Gooddog, and the "Discount Package" obtained by a User under the terms set out in this Agreement.

1.22 Discount - Rates reduction or the amount of virtual currency from a User's Bonus account, as defined in this Agreement, reducing a Rate (and, consequently, the Lessor's fee) according to this Agreement.

1.23 Terms of service - the text of this Agreement consists of the text of the Agreement itself and the texts of all Annexes to this Agreement. The Annexes are an integral part of this Agreement.

2. USER'S ACCESSION TO THE AGREEMENT

2.1 A User completes the downloading (installation) of the Gooddog.rent Application on a User's device by using application stores of AppStore (itunes.apple.com) and/or Google Play (play.google.com) via the Internet.

2.2 A User completes registration, authorization, booking processes in the Gooddog.rent Application or on the Web-site at User's own discretion.

2.3 This Agreement shall be effective from the date of the registration completion or the start of booking on the Web-site or in the Gooddog.rent Application mandatorily followed by User authentication and the User's acceptance of the Terms of Service and the Gooddog.rent Rental Agreement.

2.4 The Parties treat the completion of registration mandatorily followed by the User's acceptance of the Gooddog.rent Terms of Service as the actual signing of this Agreement by a User.

2.5 By concluding this Agreement, a User represents, warrants and covenants that a User has a command of English language enough to read and understand the nature of this Agreement and all Annexes;

- has read the conditions of this Agreement and its Annexes and understood the nature of the

specified documents, agreed to all the terms and undertakes to comply with all specified requirements, and understands the effect of all User's actions according to this Agreement and further use of the Gooddog.rent Services;

- provided Gooddog with full and valid personal information when concluding this Agreement; complies with all requirements in accordance with this Agreement and its Annexes; Agrees to the personal information processing by Gooddog according to this Agreement and the current legal requirements of the Dominican Republic;

- agrees to the placement of any equipment inside a Vehicle that allows to track and locate exact coordinates of a vehicle and violation of the obligations under this Agreement by a User and/or vehicle passengers;

- agrees that the amount of damage incurred on Gooddog as a result of User's violation of obligations and guarantees under this Agreement is solely assessed by Gooddog at its discretion, and agrees to reimburse such damage.

2.6 When using Gooddog.rent Services and a Vehicle a User agrees to comply with applicable legal requirements of the Dominican Republic, including traffic and parking rules, and the conditions of this Agreement and its Annexes, to use a Vehicle with due diligence and fair practice.

2.7 A User shall acknowledge the terms of this Agreement before the start date for the use of Gooddog.rent Services, provided that the text of this Agreement is available on the Web-site of Gooddog and/or in the Gooddog.rent Application.

A User who failed to acknowledge the terms of this Agreement in proper time, assumes all risks resulting from the adverse effect.

3. THE SUBJECT OF THE AGREEMENT

3.1 The Lessor shall provide the Gooddog.rent Services to a User under the terms and conditions of this Agreement, and a User shall use Gooddog.rent Services and a Vehicle under the terms of this Agreement and its Annexes and conduct all payments due under the terms of this Agreement timely and in full.

4. RIGHTS AND OBLIGATIONS OF THE PARTIES

4.1 User rights:

4.1.1 to require the performance of Gooddog's obligations under this Agreement;

4.1.2 to use the Gooddog.rent Services, to use a rental vehicle under the terms of the Agreement, Annexes and legal requirements of the Dominican Republic;

4.1.3 to refuel a vehicle with appropriate type of gas of User's own initiative and at User's own

expense according to the conditions of the Agreement and its Annexes;

4.1.4 if chosen before the rental start date, to pay the amount of additional insurance reducing financial liability.

4.2 User obligations:

4.2.1 When acceding to the Agreement, to provide Gooddog with a photograph or a scan-copy of a driving licence (both sides/front side and back side), a passport (a photo page and a residency registration page), any other documents and data requested by Gooddog by the means defined within this Agreement and its Annexes;

4.2.2. To sign (online) a Rental agreement via the Gooddog.rent Application features;

4.2.3 To pick up and carefully use a Vehicle according to the conditions of this Agreement and its Annexes, conditions and recommendations of Gooddog, including the Customer Support, to do whatever is necessary and possible to prevent any damage to a Vehicle;

4.2.4 It is not permitted for anyone to drive a Vehicle other than the drivers listed in the Rental Agreement;

4.2.5 To ensure the safety of a Vehicle, and property stored inside a Vehicle, and documents stored inside a Vehicle, from the moment of a Vehicle pick-up according to the conditions set out in this Agreement;

4.2.6. To obey traffic rules and other requirements of the current legal requirements of Dominican Republic when using a Vehicle;

4.2.7 To pay under the terms of this Agreement and its Annexes in proper time according to the conditions set out in this Agreement, to ensure the availability of funds on a User's bank card (cards) in sufficient amount to conduct all payments due under the terms of this Agreement and its Annexes;

4.2.8 To return a Vehicle to Gooddog after the rental completion in proper technical and external condition in accordance with the procedures set out in this Agreement;

4.2.9. To take corresponding measures for the protection and privacy of the data used for the authorization in the Gooddog.rent Application and/or on the Web-site, including a username and a password, from any unauthorized access, and to immediately inform Gooddog any corresponding information in case of revealing such access. Whether or not Gooddog is informed, a User carries all risks of adverse effects, including User's responsibility covered by this Agreement, its Annexes and applicable legal requirements regarding the use of information required for the authorization in the Gooddog.rent Application and/or on the Web-site, including a username and a password, by others;

4.2.10 To inform Gooddog of changes of a mobile telephone number and other data (a passport,

a driving licence etc), specified during the Registration. A User carries all risks of adverse effects resulting from the lack of such information;

4.2.11 To use the Web-site and/or the Gooddog.rent Application only for personal non-commercial purposes not related to conducting a business by a User;

4.2.12 To be solely responsible for monitoring any changes in the Terms of this Agreement and the Territory of use of the Gooddog.rent Services on the Web-site and/or in the Gooddog.rent Application;

4.2.13 To be in possession of all necessary permissions, documents (including a passport, a driving licence etc) that may be required under the current legal requirements of Dominican Republic when using the Gooddog.rent Services;

4.2.14 Not to use any technologies and not to take any actions that may cause damage to the Web-site and/or the Gooddog.rent Application and the property of Gooddog;

4.2.15 Upon the completion of using a Vehicle, to leave it according to the terms and conditions of this Agreement and its Annexes, with all Property inside a Vehicle and all Documents inside a Vehicle;

4.2.16 A User may not make any improvements/impairments in a Vehicle, change any technical characteristics, install (deinstall) any equipment and/or devices in a Vehicle, carry out repair (regardless of the degree of complexity) or organize repair services by third parties, if such actions are not approved by the Customer Support in the instances provided by the paragraph **4.2.26** of this Agreement;

4.2.17 A User may not dispose of a Vehicle in any form (in particular, subrent, pledge, sell etc.) and assign rights under this Agreement to third parties;

4.2.18 Upon occurrence of an insured event due to a User's fault or the mutual fault of a User and other road user(s), to unconditionally cover the amount of franchise or the amount of damages at User's own expense based on a chosen insurance before rent the Vehicle;

4.2.19 Upon occurrence of an insured event when it is not possible to determine whether anybody was at fault, a User unconditionally covers the amount of franchise or the amount of damages at User's own expense based on a chosen insurance before rent the Vehicle;

4.2.20 To fully comply with the requirements of all instructions, manuals, information plates inside and/or outside of a Vehicle. All risks of adverse effects resulting from the violation of this obligation shall be the sole responsibility of a User;

4.2.21 Upon the detection of visible damage to a Vehicle (both external and internal, including dirty interior) and upon the detection of the loss of or damage to Property and Documents inside a vehicle, before the start of rental and signing a Rental Agreement (online via the Gooddog.rent

Application), a User shall inform Gooddog's Customer Support and send a photograph of damage of a Vehicle or dirty Vehicle via the Googdog.rent Application. In default of this obligations on the part of a User, the latter may not use the pretext that such damage, defects and/or a dirty Vehicle were present before a User started using a Vehicle, and the latter may be subject to responsibility established by this Agreement;

4.2.22 To immediately (at the earliest possible opportunity) inform the Customer Support about a Vehicle theft /carjacking, a Vehicle's defects, its breakdown, traffic accidents, claims by third parties regarding a Vehicle or driving a Vehicle, all circumstances that may cause damage to a Vehicle, about the loss of a right to drive a Vehicle, the loss or damaging of Documents and Property inside a Vehicle, provide reliable information about the stated facts and comply with the instructions of Gooddog (Customer Support) and current legal requirements;

4.2.23 In case of a traffic accident, a vehicle theft /carjacking, the occurrence of any other insured event in accordance with the Insurance conditions, a User follows the directions of Gooddog's Customer Support and the Insurance conditions, enforces the safety of a Vehicle, immediately (at the earliest possible opportunity) informs the Customer Support (at first instance), the AMET department, completes and acquires (in particular, in the AMET department) necessary documents as provided by the current legal requirements of the Dominican Republic and the Insurance conditions (unless the Customer Support gives other directions not contradicting the current legal requirements). A User undertakes to pass the documents specified in this item to Gooddog within 1 (one) day after the date of their completion or receipt from third parties (in particular, from public officials). A User may not establish the fact of a traffic accident without informing the AMET department and Gooddog;

4.2.24 In case of a Vehicle impoundment by either action or omission of a User, Gooddog picks up a Vehicle from an impound lot. In this case a User pays a fine to Gooddog in the amount specified in the paragraph **7.2.17** of this Agreement;

4.2.25 If Gooddog decides to acquire documents regarding the insured event on its own behalf, to grant a transferrable power of attorney to obtain documents and act on behalf of a User in the AMET department and local internal affairs agencies to Gooddog's representative (within a working day of receipt of Gooddog's corresponding request;

4.2.26 In the event of claims of government officials, a User shall appear in person at AMET, local internal affairs agencies, other government officials, within the period specified by Gooddog. Gooddog informs about such necessity within a working day of the date when such claims has come to Gooddog's knowledge;

4.2.27 In case of any damage/tire deflation of a Vehicle in use, making further movement impossible or causing a more serious damage to tires of a Vehicle, a User shall immediately stop movement, turn on emergency lights if necessary, inform the Customer Support and follow the direction of a Customer Support operator. A User shall repair damage or change a spare wheel if a User is further than 25 km from our office or a Gooddog branch or if the time of waiting for a service specialist does not satisfy a User;

4.2.28 When using the Gooddog.rent Services, timely, at User's own discretion and User's own expense to ensure the availability of communication means and mobile telephone and/or other User's Device account balance in sufficient amount to use the mobile Internet and to make incoming and outgoing calls;

4.2.29 To pay for extra costs resulting from a Vehicle use that are not covered according to the terms and conditions of this Agreement at User's own expense, including but not limited to toll roads usage;

4.2.30 Whenever a User contacts the Customer Support, a User shall provide control information at the request of a Customer Support operator, which is: a name and/or a registration address, and/or the last four digits of a passport number, and/or the date of the registration in the Gooddog.rent Services, and/or a birth date, and/or the last four digits of a linked card (hereinafter "control information");

4.2.31 To comply with other terms of the current legal requirements of the Dominican Republic, the terms of this Agreement and the requirements of Gooddog.

4.3 Lessor rights

4.3.1 To require that a User meets User's obligations under this Agreement;

4.3.2 To charge the funds towards the payment of User's financial liabilities to Gooddog according to this Agreement and its Applications, in particular, in cases provided by the Agreement, without notice (without User's express consent) from any linked bank card of a User or from a bank card authorized for the deposit to be charged;

4.3.3 To record video or to perform electronic monitoring inside a Vehicle. To use photo- and video materials from other Users/citizens or organisations, security cameras for upfront detection and recording of the violation of this Agreement;

4.3.4 To specify and to modify at any time the practices and instructions for using Gooddog.rent Services and Vehicles in compliance with the procedures required by this Agreement;

4.3.5 To control the safety of a Vehicle, the technical state of a Vehicle, the compliance with the terms of this Agreement;

4.3.6 In case of reasonable causes to believe that the further use of a Vehicle entails the risk of its damage or the risk of injury to a User, to stop providing the Gooddog.rent Services to a User and if possible to provide an alternative Vehicle to a User;

4.3.7 To conduct various promotional and marketing activities and placing the terms and conditions of such activities of the Web-site and/or in the Gooddog.rent Application;

4.3.8 In case of suspicion regarding a User's unfairness (in particular, attempted carjacking/theft

of a Vehicle, unavailability of the payment for provided services to be charged or the lack of funds etc.), to block the Gooddog.rent Services availability, in part or in whole;

4.3.9 To set a limit on the amount of fuel for refueling a Vehicle;

4.3.10 To assign the rights for User's debt enforcement within the terms and conditions of this Agreement to any third party in accordance with the current legal requirements of the Dominican Republic without User's consent but upon notifying a User of such assignment;

4.3.11 To make incoming and outgoing calls to a User and send voice messages and other messages for indication purposes containing the information of a debt situation, other information regarding Gooddog Services, information of any Terms and Conditions modification (including Rates), new services, news, promotional messages to a User's mobile telephone number specified at registration (or to other numbers specified by a User in accordance with this Agreement), and to send all the above information to a User's email address specified at registration (or to other email address specified by a User in accordance with this Agreement);

4.3.12 At its sole discretion assess whether it is necessary or not to replace the parts of a Vehicle (which does not absolve a User from the indemnity obligations to Gooddog, including coverage of the costs of Vehicle parts replacement), whether it is necessary or not to repair a Vehicle (which does not absolve a User from the indemnity obligations to Gooddog, including coverage of the costs of repairing a Vehicle), and to specify the time and location of the repair and maintenance of Vehicles;

4.3.13 Collect a forfeit after 7 days from the end of the lease. Every day in the amount of 0.15% of the full amount owed by the user in case of non-payment of the balance for using the car, damage to it or any negative balance.

4.3.14 Has other rights established by the Agreement and arising from the essence of the obligations under the Agreement.

4.4. Lessor Obligations:

4.4.1. To provide a Vehicle to a User with Documents stored inside a Vehicle and Property stored inside a Vehicle. Picking a Vehicle and Property and Documents stored inside a Vehicle does not require any Acts in print format (however, does require signing the Act of acceptance-transfer online via the Gooddog.rent Application, which, as the parties agree, is treated as the signed Act of acceptance-transfer in print format), other documents, and is carried out by executing a certain set of actions via the Gooddog.rent Application, specified in the Annexes to this Agreement;

4.4.2 To pay Vehicle maintenance costs, insurance costs and other costs arising from normal operations for purposes specified in the Agreement;

4.4.3 In a timely manner, at its own expense, in accordance with the current legal requirements of the Dominican Republic to arrange the maintenance of a Vehicle;

4.4.4 To provide discounts to a User as described in the Agreement.

5. PAYMENT AND DISCOUNTING PROCEDURES

5.1 A User pays the fees for using the Gooddog.rent Application according to the Rates payable by this Agreement. Discounts covered by this Agreement are deducted from the Gooddog fees, by reducing it by the amount of a discount, and are not part of the Rates and the Gooddog fees. The fees include VAT at the rate required by the current legal requirements of the Dominican Republic;

5.2 Gooddog provides discounts to a User which are specified in this Agreement and under the terms of this Agreement, by reducing the amount of fees or virtual currency used to pay for further using the Gooddog.rent Services, in part or in whole. Gooddog provides the following Discounts to a User:

5.2.1 A discount of 300 (three hundred) pesos in virtual (bonus) currency for inviting another potential User to join the Gooddog.rent Services;

5.2.2 A discount of 5%, 10%, 15% и 30% in accordance with the rental period;

5.2.3 Other Discounts;

5.3 Gooddog pays parking fees exclusively on parking places indicated by the Gooddog.rent logotype marked in the Application. Parking fees in any other places is paid by a User at User's own discretion and at User's own expense;

5.4 The calculation of costs of using the Gooddog.rent Services that takes place at the time of the Rates modification is based on the Rates valid at the time of the start of corresponding service provided for in the Gooddog.rent Services.

5.5 Payments under this Agreement are carried out by charging funds from any linked bank card of a User. Gooddog has the right to engage agents (payment systems) in the payment process implementation;

5.6 Provided that a User's Registration process on the Web-site and/or in the Gooddog.rent Application is successful, a User has to link (enter information) to the Gooddog.rent Services a User's bank card(s) that automatically integrates with the Gooddog.rent Services and that will be charged directly on account of payments due under the terms of this Agreement. It is permitted to use only the bank cards of payment systems specified on the Web-site and/or in the

Gooddog.rent Application with the availability of Internet-transactions. A User provides the availability of Internet-transactions at User's own discretion via the emitting bank of User's bank card. Gooddog charges the funds on account of payments due under the terms of this Agreement from any bank card linked by a User, also a User may choose a linked bank card which will be charged on a priority basis;

5.7 When a User links any bank card and before any user session of the Gooddog.rent Services, a balance check of a User's bank card may be carried out, wherefore the amount of not more than 50 (fifty) peso is charged, with subsequent refund of this amount to a User's bank card within 24 hours from the charge .

5.8 The charge of funds from a User's bank card is carried out in the amounts due under the terms of the current Rates and other conditions of the Agreement. The charge of funds may be carried out either during rental time or after rental completion by a User, in the event of a violation of the Agreement (fines) and in other cases and at other time specified by the Agreement and its Annexes. Gooddog has the right to inform a User of a charge in all cases, however, a User shall be obliged to solely provide enabling of an SMS-information service to be informed of a bank card charge via the emitting bank of a User's bank card and monitor such charges at User's own discretion;

5.9. Gooddog has the right to charge any due payments from a User's bank card at any moment before rental completion.

5.10 Further to the actual (final) charge of the funds from a User's bank card, Gooddog sends an electronic receipt to a User's email address specified during the registration in the Gooddog.rent Services. Also, the actual charge of the funds for using the Gooddog.rent Services from a User's settlement account is carried out within 2(two) bank days after rental completion. All charge receipts are stored in the Application and may be downloaded by a User.

5.11 In case of insufficient funds on a User's bank card(s), Gooddog informs a User via a corresponding SMS. This information is also displayed in the Gooddog.rent Application and at attempt of using any service within the Gooddog.rent Services. A User shall be obligated to discharge an outstanding debt within 24 hours after Gooddog informed a User, providing enough funds on a bank card to be charged, also before the debt service payment Gooddog has the right to assign a debtor status to a User and lock a User's access to the Gooddog.rent Services in part or in whole (Gooddog informs a User about such block in any manner that is convenient for Gooddog).

5.12 A User may be denied the execution of payments via a bank card in cases provided by applicable law and this Agreement, in particular, if a bank card does not have an option of internet-transactions; if the funds on a bank card(s) are insufficient; if the bank card data entered is incorrect; if the bank card has expired etc.

5.13 In case that the funds on a bank card are insufficient or Gooddog cannot charge funds from

a bank card (s), also in case if it is impossible to meet obligations, a User shall pay the rental of a Vehicle and other fees due under the terms of this Agreement under all circumstances not later than within 2 calendar days after rental completion, and pay fines, including the fines of authorised bodies (where justified), or expenses incurred by Gooddog following a User's violation of the Agreement, not later than 2 calendar days after receiving a corresponding requirement from Gooddog sent to a User's email address specified during the Registration.

5.14 In case a User fails to perform payment obligations due under the terms of this Agreement (including the current paragraph of the Agreement), Gooddog has the right to send corresponding information (including User's personal information) to authorized agencies for the imposition of administrative sanctions to a User, and to debt collection agencies.

5.15 In case of an erroneous charge of funds from a User's bank card a User has the right to call on Gooddog at the address support@gooddog.rent or by telephone to the Customer Support, Gooddog has the right to request the copy of a User's passport and the documents confirming an erroneous charge (accounts statements etc). Gooddog reviews an application not later than within 10 (ten) working days after the receipt and takes actions, except where User's funds are charged according to the Agreement and its Annexes. The refund is performed on a User's bank account that was charged within 30 (thirty) working days, if a longer period is not specified in internal bank procedures. The order of refund is regulated by the procedures of international payment systems. Cash refund is not permitted.

5.16 User's bank cards data is stored directly by a Gooddog's payment agent (payment system). Payments are carried out according to the regulations of international payment systems, therewith (if applicable) confidentiality and safety of payments using the methods of control, encryption and secure data transmission is the direct duty of a Gooddog's agent (payment system). Gooddog does not accept and does not consider claims of a User raised by the violation of the above-mentioned obligations by a Gooddog's agent (payment system).

5.17 Security Policy.

Website. We take all reasonable steps and precautions to protect your personal information, and we follow industry best practices to ensure that your information is not misused, altered, or destroyed. We encrypt your credit card information using Secure Sockets Layer (SSL) technology, and store it with AES-256 encryption. Also, we follow all the requirements of the PCI-DSS.

Payments. The payment methods used by the company are third party services. These third-party services (Azul), comply with all security and encryption standards to keep your information safe. They will only use the information necessary to complete the required process. We also recommend reading the Privacy Policies of these providers, to better understand how they handle the information provided.



6. USER CONSENT

6.1 A User consents that Gooddog may process personal data that a User (and any other third parties) provides: a name, a birth date, a birth place, series and number of ID (passport or any other substituting document), a registration address, driving licence data, contact details, including, but not limited to, a telephone number, an email address, any medical contraindications to driving a Vehicle, biometric data (photographs), employment data, position held, other personal information regarding execution and performance of the Agreement, and confirmation that a User is acting with full free and informed consent.

6.2 A User consents that Gooddog may process personal data for the purposes of execution and performance of the Agreement, terms of additional services, participation in promo activities, surveys, research conducted by Gooddog (including, but not limited to, conducting surveys and research via email, telephone, mobile phone), decision making or taking other actions that have legal implications related to a User and third parties, informing a User of services provided by Gooddog, of consulting services provided by Gooddog, in particular for the purpose of concluding of further agreements/contracts by the User with other parties, aimed at the implementation of the Agreement, and extends to all data specified in paragraph 6.1 of the Agreement.

6.3 Processing of User's personal data is carried out by Gooddog to the extent required for the purpose of any aim named above in the following practicable methods: collection, recording (including electronic media), systematization, storage, maintenance, listing, marking, refinement (modification, updating), extraction, using, transmission (dissemination, provision, access), depersonalization, locking, deleting, annulment, trans-border transfer of personal data, image acquisition via photographic recording, and carrying out any other actions with User's personal data in accordance with the current legal requirements of the Dominican Republic. Data processing is carried out either by means of automatic equipment or without the use of such equipment.

6.4 A User confirms that a User's consent to personal data processing remains in force indefinitely from the date of providing such data to Gooddog.

6.5 A User has the right to recall a User's consent to personal data processing by notifying Gooddog in writing at least 30 (thirty) calendar days in advance, therewith a User agrees and understands that the access to the Gooddog.rent Services will not be provided from the time when Gooddog is denied the opportunity to process User's personal information.

6.6 A User agrees and confirms that if it becomes necessary to provide personal data for the above-mentioned purposes to a third party (including government authorities), and equally when

contracting third parties for execution of work (rendering of services) covered by the Agreement, transferring function and authority by Gooddog to a third party (cession, in particular, to make enquiries into the possibility of cession and to approve cession, to collect debts etc.), Gooddog may, without express consent of a User, disclose User's data to the extent required for the above-mentioned purposes at its own discretion to such third parties, their agents and other authorized parties, and to provide corresponding documents containing this data to such third parties in compliance with the legal requirements of the Dominican Republic.

6.7 A User agrees and confirms that a User's consent to personal data processing shall be regarded as obtained by any third parties, as amended and revised, and such third parties may process User's personal data on grounds of this consent.

6.8 A User agrees and confirms that in case of Gooddog's enquiries into the possibility of cession of rights under this Agreement, User's consent to transfer User's personal data and data of this Agreement to third parties - potential transferees for addressing the issue of the possibility of cession by Gooddog - shall be regarded as obtained by Gooddog. In case of cession under this Agreement Gooddog has the right to not notify a User of such cession. Hereby a User agrees to not receive any notifications regarding cession of rights of Gooddog under this paragraph of the Agreement.

6.9 A User consents to receive promotional messages from Gooddog containing professional advertising of Gooddog and/or its partners and/or other third parties, to a User's email address and mobile telephone number (including linked accounts in such messengers as WhatsApp, Viber, Telegram etc.), specified by a User during the Registration, and other email addresses and mobile telephone numbers (including linked accounts in such messengers as WhatsApp, Viber, Telegram etc.) specified by a User under this Agreement. In the event that a User applies demand that Gooddog discontinues the distribution of promotional messages to a User's address, Gooddog shall be obliged to immediately discontinue the distribution of such messages to a User who applied such demand.

6.10 A User consents that Gooddog or an assigned agent (payment system) acting on the behalf of Gooddog may charge funds from a User's bank card for repayment of any fees under this Agreement and its Annexes without notice, without User's express consent, hence charging the fees for using the Gooddog.rent Services, fines, penalties, loss indemnity, costs and expenses arising out of the default or improper execution of this Agreement, additional insurance costs, costs of deductibles and other costs as provided by the applicable law of the Dominican Republic and by this Agreement.

6.11 A User consents that Gooddog may record contacts (conversations) of a User with the Customer Support and may provide the recordings to third parties.

7. LIABILITY OF THE PARTIES

7.1 In case of failure to perform or improper performance of the Parties' obligations under this Agreement, the Parties incur liability in accordance to the current legal requirements of the

Dominican Republic and this Agreement.

7.2 In case of failure to perform or improper performance of User's obligations under this Agreement, a User consents to pay fines in the amount specified in this paragraph:

7.2.1 In case a Vehicle rented via the Gooddog.rent Services sustains damage following a road traffic accident due to a User's fault or the mutual fault of a User and other road user(s), a User pays a fine in the amount of franchise deductible for a chosen vehicle class, and in case that the extent of damage is lower than the amount of franchise deductible, a User pays the actual amount of damage.

7.2.2 In case of any damage to a Vehicle's exterior/outside appearance, in particular, applying stickers, removing the Gooddog brand or other damage, a User pays a fine in the amount of 7000 (seven thousands) peso for each damaged detail of a Vehicle;

7.2.3 In case of unauthorized deactivating of and/or damage to the Mobile terminal installed inside a Vehicle, a User pays a fine in the amount of 150 000 (one hundred fifty thousand) peso;

7.2.4 In case of unauthorized driving by any third party not listed in the Rental Agreement, a User pays a fine in the amount of 100000 (one hundred thousand) peso and pays for damage caused to a Vehicle in full;

7.2.5 In case a User fails to provide documents or provides documents late, fails to comply with requirements specified in paragraphs 4.2.23-4.2.26 of this Agreement, a User assumes the obligation to pay damages caused to a Vehicle and losses incurred by Gooddog in full and pay a fine in the amount of 10000 (ten thousand) peso;

7.2.6 A User pays damages caused to a Vehicle in full in case that at the time of traffic accident a User was driving under the influence of alcohol or drugs or refused a medical examination, under the influence of pharmaceutical drugs causing impaired attention and response, sick or tired, and/or left the scene of accident and in case that a Vehicle did not suffer any damage, under all circumstances a User pays a fine in the amount of 50 000 (fifty thousand) peso;

7.2.7 In case a User's driving licence was suspended and a User failed to inform Gooddog while having used the Gooddog.rent Services, a User pays a fine in the amount 20000 (twenty thousand) peso;

7.2.8 In case a User was driving under the influence of alcohol or refused an alcohol testing when legitimately requested by traffic officers and for this cause a protocol on an administrative offence and/or a protocol on an alcohol testing appointment was completed, a User pays a fine in the amount of 50000 (fifty thousand) peso;

Also, in the above mentioned actions caused a Vehicle impoundment or detention by law

enforcement officials, a User carries responsibility according to the paragraph **7.2.14** of this Agreement.

7.2.9 In case it is established that a User performed various maneuvers, such as drifting, escape turns and other dangerous maneuvers, a User pays a fine in the amount of 50000 (fifty thousand) peso and pays for damage caused to a Vehicle (if there is any).

7.2.10 In case of appropriation, loss or damage of Documents stored inside a Vehicle, as well as a vehicle licence plate, a User pays a fine in the amount of 10000 (ten thousand) peso, whilst appropriated Documents and/or a vehicle licence plate shall be returned by a User within 2 (two) calendar days after rental completion. Therewith, in case a User failed to return Documents within the time limit specified, a User pays demurrage costs amounting to a daily rental rate according to a selected Rates for each full or part day of demurrage. If a User fails to return Documents within the time limit specified, a User pays all expenses resulting from the reissuance (receipt) of Documents and objects, the reissuance (receipt) of specified Property, at that, Gooddog may begin the reissuance of Documents upon the expiration of 2 (two) days after rental completion. In case of loss or damage of Property stored inside a Vehicle (with the exceptions of a vehicle licence plate or the set of ignition keys) a User pays a fine in the amount of 4000 (four thousand) peso. In case of loss or damage of the set of ignition keys or a start/stop button, a User pays a fine in the amount of 10000 (ten thousand) peso;

7.2.11 In case of an interior pollution and smoking (including any kind of electronic cigarettes and their equivalents) inside a Vehicle, a User pays a fine in the amount of 5000 (five thousand) peso and covers cleaning expenses of Gooddog. If a User leaves any refuse inside a Vehicle, a User pays a fine in the amount of 3000 (three thousand) peso and covers cleaning expenses of Gooddog. At that, a User may be liable to a fine on the basis of either photographic evidence of violations specified in this paragraph or two and more reports of subsequent Users of a Vehicle after the rental completion by a User (a violator);

7.2.12 A User may not leave a Vehicle outside of the territory authorized by Gooddog for rental completion in accordance with the terms and conditions of this Agreement. The authorized territories for rental completion are a parking lot besides a Gooddog.rent office or special parking lots indicated by the brand Gooddog logotype. A User pays a fine in the amount of 5000 (five thousand) peso and covers all expenses resulting from leaving a Vehicle on any other territories;

7.2.13 In case of a Vehicle impoundment caused by a User's action (inaction), a User pays a fine in the amount of 5000 (five thousand) peso;

7.2.14 In case a User failed to refuel a Vehicle and for any cause completed the rental of a Vehicle fully fueled, a User pays fuelling costs and 15% extra from fuelling costs to Gooddog;

7.2.15 In case a User refuels a Vehicle by fuel specification inconsistent with the one referred to in this Agreement and in case it resulted in a Vehicle breakdown, a User pays for losses and repair costs of a Vehicle as well as quantum of damages adjusted under the terms of the paragraph **7.7** of this Agreement;

7.2.16 In case a User withholds and/or misrepresents information upon Registration, a User pays a fine in amount of 50000 (fifty thousand) peso;

7.2.17 In case a User's rental is considered as automatically completed outside of the authorized Territory due to the lack of requested funds on a User's bank card(s), a User pays a fine in the amount of 5000 (five thousand) peso;

7.2.18 In case a User failed to shift a gear box in a Parking position while transferring a Vehicle on a standby, a User pays a fine in the amount of 1500 (one thousand five hundred) peso. An photographic evidence is considered sufficient for imposing this fine.

A fine and recovery procedure is considered as the right, but not the obligation, of Gooddog. A User confirms that the fines specified in this paragraph have been reviewed and a User considers them as adequate and reasonable.

7.3 Unless specifically provided otherwise, a User covers all damages (including the loss of profit) sustained by the Lessor, costs and expenses caused by a User's violation of the current legal requirements of the Dominican Republic and terms of this Agreement and its Annexes, including, but not limited to, fines (in particular, fines (or their part) for a repeated traffic violation and every traffic violation thereafter, regardless of whether a User is an original traffic violator), penalties, in particular, imposed by government agencies for traffic violation, parking rules, other requirements of the current traffic safety legislation; damages caused by the vehicle condition at the time of return, in particular, arising out of irregular wear; expenses on an impoundment lot; appraisal services; an adjuster's visit to the scene of a traffic accident; legal services; commission charge of agencies (including lenders), related to the Lessor paying expenses regarding this paragraph; costs associated with third-party claims resulting from a Vehicle use by a User; financial compensation for administration (including detection, processing, identification of a User, generating and filing of notification of violation to a User), fines, compensatory payments and other charges. Damages are paid on top of fines and penalties. A User also compensates (pays) standing time of a Vehicle by the fault of a User, including the necessity of recharging a User's bank card if a User lacks funds to prolong or complete a rental of a Vehicle. Standing time of a Vehicle is due for daily payment on the basis of a Vehicle rental cost.

7.4 In case a User has past-due debts in payments under this Agreement, the Lessor may withhold a Vehicle without prior notice, and take actions to discontinue the use of a Vehicle;

7.5 The payment of all penalties and any other payments due under the terms of this Agreement are carried out without notice by charging corresponding amounts from a User's bank card(s). In case of non-fulfilment or improper fulfilment of obligations of a User specified in this paragraph (for example, insufficient funds on a User's bank account etc.), a User pays a fine in the amount of 1000 (one thousand) peso for every 3 (three) calendar days of the delay in payment;

7.6 A User carries the risk of theft, damage to a Vehicle or its parts, devices and/or equipment, infliction of harm to third parties, other vehicles or objects, including casualties - from the

beginning of a rental period until the rental completion, and in cases when a User's action or inaction caused the above- mentioned adverse effects, in particular, in case of leaving a Vehicle with the violation of the Agreement - and also after the rental completion. A User shall reimburse the expenses not covered by the insurance compensation, incurred by the Lessor as a result of the damage to a Vehicle, any other vehicle, other people's property, life or health by a rented Vehicle during the rental period.

7.7 A User agrees that the amount of damages of the Lessor caused by a Vehicle's unavailability resulting from a User's violation of the Agreement and/or traffic rules of the Dominican Republic, including traffic accidents, is adjusted as the period of time a Vehicle was unavailable as a result of such violation of the Agreement, according to the Rates.

7.8 A User agrees that the Lessor's expenses on the fines administration (including fines imposed by government agencies for the violations of traffic, parking rules, other traffic and safety legal requirements), compensatory payments and other charges are liable to fees. The amount of a fee for 1 (one) fine administration is 400 (for hundred) peso.

7.9 A User agrees that leaving the Territory of use marked in the Application may be treated as theft/carjacking of a Vehicle by a User, and in this case Gooddog may take all legally provided actions aimed at the return of a Vehicle, in particular, filing a car theft application to law-enforcement authorities, indicating a User as a carjacking suspect. In addition, a User carries responsibility under the paragraph **7.2.13** of this accession Agreement.

7.10 Gooddog liability to a User under this Agreement, including liability for any losses incurred by a User:

is limited to the amount of all usage costs of the Gooddog.rent Services (exclusive of expense reimbursement, fines and damages) paid by a User for the whole period preceding a corresponding claim, but no longer than 3 (three) months;

is not applicable to the loss of profit, loss of income, loss of goodwill, any other special, indirect or consequential damages or losses of a User;

7.11 Gooddog does not carry responsibility for any damages to property and health of a User and/or other third parties and for any other consequences of a User's acceptance of a Vehicle that is out of order, incomplete, unfit for service.

8. TERM, TERMINATION AND MODIFICATION

8.1 This Agreement shall come into force when signed and remain in full force and effect for an indefinite period.

8.2 The Parties agreed that Gooddog may modify the terms of this Agreement and its Annexes at any time. The modifications in the terms of this Agreement and its Annexes are carried out by introduction of amendments in the current wording of the Agreement, its Annexes or creating a new version of the Agreement and/or its Annexes, and become binding for the Parties (go into

effect) as from the date of posting of a new version of the Agreement, its Annexes or introduced modifications on the Web-site and/or in the Gooddog.rent Applications. In case a User does not accept modifications, a User may refuse to perform this Agreement within the time limit specified below, without prejudice to User's obligations incurred prior to the termination of this Agreement;

8.3 If the modifications of the Agreement are required, Gooddog notifies a User not less than 5 (five) calendar days before the effective date of such modifications by posting corresponding information on the Web-site and/or in the Gooddog.rent Application. In case a User did not refuse to perform the Agreement (did not declare the Agreement avoided) prior to the effective date of the modifications of the Agreement and/or its Annexes, the Parties consider that a User accepts and ratifies the modifications of the Agreement and/or its Annexes. A User monitors the Web-site and/or the Mobile Application for the modifications of the Agreement at User's own discretion. A User carries the risk of failure to comply with this requirement to the full extent. Conducting of marketing and promotional activities with the application of preferential Rates is not considered as a modification in the Agreement and/or its Annexes - the information of the above-mentioned activities is posted by Gooddog on the Web-site and/or in the Gooddog.rent Application.

8.4 A User may unilaterally terminate this Agreement, having notified Gooddog not less than 7 (seven) calendar days before the expected date of termination of the Agreement. Herewith, a User shall be obliged to fulfill existing liabilities arising from the Agreement and to compensate all losses incurred during the Agreement validity period, on or prior to the Agreement termination date.

8.5 The termination of the Agreement for convenience is carried out on the basis of an application signed by a User in person and delivered to Gooddog by a User.

8.6 The Lessor may unilaterally and without judicial procedures terminate the Agreement without disclosing the reason. In this case the Agreement is considered terminated at the time of sending a notification to a User via the Gooddog.rent Application (via push-notification) or an SMS or an email. In case a notification is sent at the time when a Vehicle rental is being carried out, a User shall immediately complete rental while meeting the requirements of rental completion and parking.

8.7 In ensuring compliance with the obligations of the Parties for any reason, the Agreement continues up until completion of the above-mentioned obligations full and complete.

9. DISPUTE SETTLEMENT AND JURISDICTION

9.1 All disputes and disagreements shall be settled by the Parties through negotiations and extrajudicially. The duration of claim review and response to a claim by the Party is 10 (ten) calendar days.

9.2 In case the Parties failed to come to a solution through negotiations and claims exchange during the above-mentioned period, disputes and disagreements shall be taken to the court at the location of «MITYASHIN UNLIMITED» (Bavaro, the Dominican Republic).

10. FINAL TERMS

10.1 Any written communication, telephone conversations preceding the the Agreement conclusion lose force from the moment of the Agreement conclusion.

10.2 Unless otherwise expressly provided for in this Agreement, from the moment of the Agreement conclusion the Parties accept as binding the documents send via email (email addresses specified in this agreement and email addresses of a User specified during the Registration), treat the above-mentioned documents as equal to documents in print format signed under corresponding Party's hand and seal.

10.3 From the moment of the Agreement conclusion the Parties accept as binding the documents, notifications and actions, sent and performed respectively via the Gooddog.rent Application or the Web-site, and via the telephone number specifies by a User during the Registration.

10.4 In case a User is outside of the territory of the Dominican Republic or in case a User specified a telephone number of a foreign mobile operator during the Registration, and for the purposes of receiving messages/notifications provided for in the present Agreement, a User assumes all risks of late receipt or non-receipt of messages from Gooddog.

10.5 Messages sent to an email address shall be considered as received at the moment of sending.

10.6 A User shall notify Gooddog of the changes of residence, place of registration, mobile telephone number, email address, other data provided by a User to Gooddog, alteration of name, surname, change of identity paper data, change or withdrawal of a driving licence, change of a stay permit, temporary residence permit, change of citizenship, of other personal data, and of the loss of the above-mentioned data, by contacting the Customer Support. Gooddog disclaims all liability regarding the change of User's data specified in this paragraph of the Agreement, if a User failed to notify Gooddog of the circumstances specified in this Agreement and/or provided invalid data to Gooddog.

10.7 To the extent not regulated by this Agreement and its Annexes, relations between the Parties are regulated by the current legal requirements of the Dominican Republic.

10.8 Gooddog may use the facsimile signature of Gooddog's authorized signatories (by copier) in any documents, including this Agreement and its Annexes. The Parties shall accept such documents as binding.

10.9 This Agreement is mixed and contains the elements of various types of agreements as established by the current legal requirements of the Dominican Republic, therefore the norms of the corresponding types of agreements shall be applied to this Agreement.

10.10 Gooddog disclaims all liability for the use of the Gooddog.rent Application by third parties from a User's device, therefore all actions from a User's device are considered to be the actions of a User. In case a third party accesses the Website or the Gooddog.rent Application functionality and has an opportunity of using them on User's behalf, a User shall immediately notify Gooddog in writing (by email) or via the Customer Support. Otherwise all actions performed on User's behalf via the Website or the Gooddog.rent Application shall be viewed as performed directly by a User.

10.11 In the light of the Gooddog.rent Services specific features, Gooddog in no case shall carry responsibility for User's property, valuable objects and documents abandoned (lost) inside a Vehicle. Gooddog shall have the right, but no obligation, to store the abandoned (lost) property, valuable objects and documents of a User.

The abandoned (lost) property, valuable objects and documents of a User shall be disposed of after 1 (one) month from the date of their discovery inside a Vehicle, in case that Gooddog exercises the right to store such property, valuable objects and documents.

10.12 Gooddog disclaims liability for:

continuous operation of the Web-site and the Gooddog.rent Application; absence of viruses and errors while operating the Web-site and/or the Gooddog.rent Application; data channels and server framework breakdown on the level of a trunk group, data center bridge exchange, computing centres, communication lines of regional and international significance;

disruption and failure in operation of the Internet world network or its individual segment, operating trouble of addressing systems (DNS);

Unauthorized actions of third parties intending to cause any damage to any Party, performed via electronic software and/or hardware tools or their combination, including intended acts aimed at communication channels congestion or breakdown, server framework functional capability, unauthorized access to software systems control and to personal data (hacking, DDOS attacks, malware distribution, firmware inactivation etc).

A User confirms and concurs using the Web-site and/or the Gooddog.rent Application at User's own authority.

