

## User Agreement

This LLC «SDL» User Agreement is an offer of Limited Liability Company «Smart Driving Labs (hereinafter LLC «SDL»)) to enter into an agreement with you (the Client/Licensee) on the terms of the Agreement set forth below.

### 1. General Provisions

1.1. The following terms and definitions are used herein and relations arising out of or in connection with it:

- a) “Platform” shall mean a hardware integrated with the Website of LLC «SDL».
- b) “Client/Licensee” shall mean a capable individual, who has acceded to this Agreement in their own favor or who acts on behalf of and in favor of a legal entity he/she represents.
- c) “Website of LLC «SDL» shall mean a website on the domains at <http://www.smartdriving.io>., as well as other domains forming a part of the domain <http://www.smartdriving.io>.
- d) “Services of LLC «SDL»/Services” shall mean materials, means, services and programs for ECMs and/or data bases, including the Website and Mobile Application, access to which is granted to the Client/Licensee through the Website and Platform.
- e) “Agreement” shall mean this Agreement as amended and supplemented.
- f) “License Agreement” shall mean the License Agreement on the use of software products and/or Services of LLC «SDL» or the License Agreement on the use of separate products and/or Services of LLC «SDL».
- g) “Personal Information Policy” shall mean policy posted at <http://www.smartdriving.io>.
- h) “Mobile Application” shall mean a program for ECMs operating with the use of a communication network and intended for installation and use at the Device.
- i) “Personal Account” shall mean personal section of the Website, to which the Client/Licensee gets an access after registration and/or authorization on the Website. Personal Account is intended for information storage by the Client/Licensee, review of statistics, news of LLC «SDL», modification of reference information by the Client/Licensee, receipt of notices, provision of advertising materials of LLC «SDL», as well as performance of other actions and receipt of an additional information in accordance with the rules of services provision using separate Services of LLC «SDL».
- j) “Content” shall mean materials posted on the Website, as well as informational materials provided by LLC «SDL», including text, graphic and other materials

containing information on the range, characteristics, cost of and other information on goods offered to potential Consumers.

1.2. Other terms and definitions unspecified in clause 1.1 hereof may be used in this Agreement. In such case, a term shall be interpreted in accordance with the text of the Agreement. In the absence of unambiguous interpretation of the term or definition in the text of the Agreement, one shall be guided by the interpretation thereof defined first by the License Agreement, second by the Personal Information Policy, third by agreements and contracts entered into between LLC «SDL» and the Client/Licensee, fourth by the laws of the Russian Federation, and subsequently by the customs of business practice and scientific doctrine.

1.3. LLC «SDL» offers to the Client/Licensee the use of its Services on the terms and conditions set forth in this User Agreement. The Agreement enters into force upon consent of Client/Licensee to the terms and conditions hereof in the manner prescribed by clause 1.4 hereof.

1.4. Your use of the Services of LLC «SDL» in any way and form within the declared functional possibilities, including:

- review of the Content;
- registration and/or authorization on the Website;
- posting or display on the Website of any materials, including, but not limited to, text, hyperlinks, images, audio and video files, data and/or other information,

creates an agreement between LLC «SDL» and you on the terms and conditions of this Agreement and License Agreement and Personal Information Policy forming an integral part hereof.

1.5. Using any of the above possibilities to use the Services of LLC «SDL», you confirm that:

a) you have familiarized yourself with the terms and conditions of this Agreement, License Agreement and Personal Information Policy in full before using the Services of LLC «SDL»;

b) you accept and undertake to observe all terms and conditions of this Agreement, License Agreement and Personal Information Policy in full without any exceptions and restrictions on your part or must terminate the use of the Services. In case you disagree to the terms and conditions of this Agreement and/or License Agreement or are not entitled to enter into an agreement on their basis, you must immediately terminate any use of the Services of LLC «SDL»;

c) LLC «SDL» may modify the Agreement (including any part thereof) without any special notice. A new version of the Agreement enters into force upon posting on

the Website of LLC «SDL» or bringing to the Client's/Licensee's attention in any convenient form, unless otherwise stipulated by the new version of the Agreement.

## 2. Registration of the Client/Licensee. Personal Account of the Client/Licensee

2.1. To use some Services of LLC «SDL» or some separate functions of the Services, the Client/Licensee shall undergo registration procedure in the Personal Account or mobile application "Element" resulting in the creation of a unique profile for the Client/Licensee.

2.2. For registration, the Client/Licensee shall provide accurate and complete information on him/herself on the issues offered in the registration form and keep it updated. In case the Client/Licensee provides false information or LLC «SDL» has grounds to believe that information provided by the Client/Licensee is incomplete or inaccurate, LLC «SDL» shall be entitled to, at its own discretion, block or delete the Client's/Licensee's profile and deny the use of its Services (or separate functions thereof) to the Client/Licensee.

2.3. LLC «SDL» reserves the right to request from the Client/Licensee at any time confirmation of information specified at registration and request due to this confirming documents (namely, identity documents); a failure to provide which shall be equivalent, at the discretion of LLC «SDL», to the provision of false information and shall entail consequences stipulated by clause 2.2 hereof. In case the Client's/Licensee's data specified in documents he/she has provided do not conform to data specified at registration, as well as in case data specified at registration does not allow identification of the Client/Licensee, LLC «SDL» shall be entitled to deny access to the profile and use the Services of LLC «SDL» to the Client/Licensee.

2.4. LLC «SDL» shall store and process a personal information of the Client/Licensee contained in their profile in accordance with the terms and conditions of the Personal Information Policy.

### 2.5. Means to access the Client's/Licensee's profile

2.5.1. Login and Password to use the Services of LLC «SDL» shall be issued to the Client/Licensee at their registration in the Personal Account or Mobile Application; wherein, Login is the Client's/Licensee's phone number, to which LLC «SDL» will send the Client's/Licensee's Password formed by LLC «SDL».

2.5.2. Upon registration of a profile in the Personal Account, the Client/Licensee will be able to change the Password through personal written statement filed to the office of LLC «SDL» and, if technically possible, interactively, through the Personal Account or Mobile Application using the Client's/Licensee's Login and Password. In case of personal appeal to the office of LLC «SDL», the Client/Licensee shall show an identity document, and in case of appeal of an authorized representative of the Client/Licensee, the latter shall provide a duly executed power of attorney signed by the Client/Licensee, in addition to an identity document.

2.6. The Client/Licensee shall be personally liable for the security (resistance to guessing) of the means to access the profile he/she has chosen, as well as shall personally ensure confidentiality thereof. The Client/Licensee shall be personally liable for all actions (as well as their consequences) within or with the use of the Services of LLC «SDL» under the Client's/Licensee's profile, including cases of voluntary transfer by the Client/Licensee of data to access their profile to third parties on any terms and conditions (including under agreements). Wherein, all actions within or with the use of the Services of LLC «SDL» under the Client's/Licensee's profile shall be deemed performed by the Client/Licensee him/herself, except for the cases the Client/Licensee has notified LLC «SDL» of unauthorized access to the Services of LLC «SDL» using the Client's/Licensee's profile and/or of any breach (suspected breach) of confidentiality of their means to access the profile (password) in the manner stipulated by clause 2.7.

2.7. The Client/Licensee shall immediately notify LLC «SDL» of any case of unauthorized (unpermitted by the Client/Licensee) access to the Services of LLC «SDL» using the Client's/Licensee's profile and/or of any breach (suspected breach) of confidentiality of their means to access the profile. For the purposes of security, the Client/Licensee shall personally perform safe completion of work under their profile (button "Exit") after each session of dealing with the Services of LLC «SDL». LLC «SDL» shall not be liable for possible loss of or damage to data, as well as other consequences of any kind possible because of the Client's/Licensee's breach of the provisions of this part of the Agreement.

2.8. Use of the profile by the Client/Licensee

2.8.1. The Client/Licensee is not entitled to reproduce, repeat and copy, sell and resell, as well as use for any commercial purposes any parts of or access to the Services of LLC «SDL» (including content available to the Client/Licensee through the Services), except for the cases the Client/Licensee has obtained such permit from LLC «SDL» or cases expressly stipulated by the user agreement on any Service.

2.8.2. Some categories of Clients'/Licensees' profiles may restrict or ban the use of certain Services of LLC «SDL» or their separate functions in the cases stipulated at registration or by the terms and conditions of using a certain Service.

2.9. Termination of registration. LLC «SDL» is entitled to block or delete the Client's/Licensee's profile, as well as ban access to certain Services of LLC «SDL» with the use of any profile and delete any content without explaining of reasons, including in case the Client/Licensee breaches terms and conditions of the Agreement or other documents stipulated by the Agreement, as well as in case of deletion of the Client's/Licensee's profile.

2.9.1. The Client/Licensee is entitled to delete their profile on all Services of LLC «SDL» at any time or, if available, terminate the relevant function in relation to some of them.

2.9.2. Profile of LLC «SDL» shall be deleted as follows:

2.9.2.1. Profile shall be blocked for a month, during which the Client's/Licensee's access to their profile becomes impossible; wherein, content posted with the use of such profile may be deleted;

2.9.2.2. In case the Client's/Licensee's profile is restored during term specified in clause 2.9.2.1 hereof above, access of the Client/Licensee to the profile shall be restored; however, content posted with the use of such profile may not be subject to restoration;

2.9.2.3. In case the Client's/Licensee's profile is not restored during term specified in clause 2.9.2.1 hereof above, all content posted with the use of such profile shall be deleted, and login shall be available for use by other Client/Licensee; whereupon, restoration of the profile, any information related thereto or access to the Services of LLC «SDL» using such profile shall be impossible.

2.9.3. Procedure set forth in clauses 2.9.2.1, 2.9.2.2 and 2.9.2.3 hereof (except for the availability of a login for use by other Clients/Licensees) also applies to the ban of access to certain Services using any profile.

### 3. General Provisions on the Use and Storage

3.1. LLC «SDL» is entitled to establish restrictions on the use of the Services for all Clients/Licensees or separate categories of Clients/Licensees (depending on the Client's/Licensee's location, language of the Service provision, etc.).

3.2. LLC «SDL» is entitled to send to its Clients/Licensees informational messages. Using the Services of LLC «SDL», the Client/Licensee also consents to the receipt of messages of advertising nature in accordance with Part 1 of Art. 18 of the Federal Law "On Ads". The Client/Licensee is entitled to refuse receipt of messages of advertising nature using the relevant function of the Service, within or in connection with which the Client/Licensee received messages of advertising nature.

### 4. Content of the Client/Licensee

4.1. The Client/Licensee shall be personally liable for the conformity of the content posted by the Client/Licensee to the requirements of the laws, including liability to third parties in the cases content posted by the Client/Licensee breaches rights and legitimate interests of the third parties, including personal authors' non-property rights or other intellectual rights of third parties and/or infringes intangible goods they own.

4.2. The Client/Licensee acknowledges and agrees that LLC «SDL» is not obliged to review any kind of content posted and/or disseminated by the Client/Licensee through the Services of LLC «SDL», as well as the fact that LLC «SDL» is entitled (but is not obliged) to deny posting and/or dissemination of content to the Client/Licensee or delete any content available through the Services of LLC «SDL»,

at its discretion. The Client/Licensee acknowledges and agrees that he/she must independently assess all risks related to the use of the content, including assessment of the reliability, completeness or usefulness of such content.

4.3. The Client/Licensee acknowledges and agrees that the technology of the LLC «SDL» Services operation may require copying (reproduction), as well as processing by LLC of the content of the Client/Licensee of LLC «SDL» to meet technical requirements of a particular Service.

## 5. Terms and Conditions of Using the Services of LLC «SDL»

5.1. The Client/Licensee shall be personally liable to third parties for their actions related to the use of the Service, including if such actions breach rights and legitimate interests of third parties, as well as for compliance with the laws when using the Service.

5.2. When using the Services of LLC «SDL», the Client/Licensee shall not:

5.2.1. Download, send, transmit or otherwise post and/or disseminate content that is illegal, harmful, libelous, offends morality, demonstrates (or promotes) violence and cruelty, breaches intellectual property rights, promotes hatred and/or any form of discrimination of people (racial, ethnic, gender, religious, social), contains insults to any persons or organizations, contains elements (or is propaganda) of pornography, children eroticism, is an ad (or propaganda) of sexual services (including under the guise of other services), explains the procedure for the manufacture, application or other use of narcotic substances or their analogues, explosives or other weapons;

5.2.2. Breach rights of third parties, including minors, and/or cause them harm in any form;

5.2.3. Introduce him/herself as other person or representative of an organization and/or community without sufficient rights thereto, including employees of LLC «SDL», forum moderators, site owners, as well as use any other forms and methods of illegal representation of other persons on the network, as well as mislead Clients/Licensees or LLC «SDL» regarding properties and characteristics of any entities or objects;

5.2.4. Download, send, transmit or otherwise post and/or disseminate content in the absence of the rights to such actions in accordance with the laws or any contractual relations;

5.2.5. Download, send, transmit or otherwise post and/or disseminate advertising information not specifically authorized, spam (including spamdexing), lists of someone else's e-mails, pyramid schemes, multi-level (network) marketing (MLM), systems of Internet earnings and e-mail business, chain letters, as well as use the Services of LLC «SDL» to participate in such events or use the Services of LLC «SDL» exclusively for redirecting Clients/Licensees to pages of other domains;

5.2.6. Download, send, transmit or otherwise post and/or disseminate any materials containing viruses or other computer codes, files or programs designed to violate, destroy or limit the functionality of any computer or telecommunication equipment or programs, for unauthorized access, as well as serial numbers to commercial software products and programs for their generation, logins, passwords and other means to obtain unauthorized access to paid resources on the Internet, as well as posting links to the above information;

5.2.7. Perform unauthorized collection and storage of other persons' personal data;

5.2.8. Violate normal operation of the Website and Services of LLC «SDL»;

5.2.9. Assist in actions aimed at the breach of restrictions and bans imposed by the Agreement;

5.2.10. Otherwise breach the provisions of the laws, including provisions of the international law.

## 6. Third-Party Websites

6.1. The Services of LLC «SDL» may contain links to other websites (third-party websites). Such third parties and their content are not checked by LLC «SDL» for compliance with certain requirements (reliability, completeness, legality, etc.). LLC «SDL» shall not be liable for any information or materials posted on third-party websites, to which the Client/Licensee gains access using the Services, including any opinions or statements expressed on third-party websites, ads, etc., as well as for the availability of such websites or content and consequences of their use by the Client/Licensee.

6.2. A link (in any form) to any website, product, service, any information of commercial or non-commercial nature posted on the Website does not constitute an approval or recommendation of such products (services, activity) by LLC «SDL», unless expressly indicated on the resources of LLC «SDL».

## 7. Ads on the Services of LLC «SDL»

7.1. LLC «SDL» shall be liable for ads it posts on the Services of LLC «SDL» to the extent established by the laws of the Russian Federation.

## 8. Other Provisions

8.1. This Agreement is an agreement between the Client/Licensee and LLC «SDL» regarding procedure for using the Services, unless the use of certain Services is governed by separate agreements entered into between the Client/Licensee and LLC «SDL».

8.2. This Agreement shall be governed by and construed in accordance with the laws of the Russian Federation. Issues uncovered by this Agreement shall be resolved in accordance with the laws of the Russian Federation. All possible disputes arising out

of relations governed by this Agreement shall be resolved in the manner established by the current laws of the Russian Federation in accordance with the provisions of the Russian law. Throughout the text of this Agreement, unless expressly stated otherwise, the term “laws” shall mean the laws of the Russian Federation.

8.3. Due to the gratuitousness of the services provided under this Agreement, provisions on the consumer rights protection stipulated by the laws of the Russian Federation may not apply to relations between the Client/Licensee and LLC «SDL».

8.4. Nothing in the Agreement can be understood as establishment between the Client/Licensee and LLC «SDL» of agent relations, partnership relations, joint activity relations, personal employment relations or any other relations not expressly stipulated herein.

8.5. In case one or several provisions of this Agreement are held invalid or unenforceable for a certain reason, this shall not affect the validity or enforceability of the remaining provisions of the Agreement.

8.6. Inaction on the part of LLC «SDL» in case of a breach by the Client/Licensee or other Clients/Licensees of the provisions of the Agreement shall not deprive LLC «SDL» of the right to take the relevant actions to protect its interests later, and also shall not mean the waiver by LLC «SDL» of its rights in case of subsequent similar breaches.

8.7. This Agreement is made in the Russian language and in certain cases may be provided to the Client/Licensee for review in other language. In case of discrepancies in the Russian version of the Agreement and version of the Agreement in other language, provisions of the Russian version shall apply.