

CHARGER RENTAL AGREEMENT (PUBLIC OFFER)

By this public offer (hereinafter referred to as the Offer), the Lessor, whose name and details are specified in the section "Details of the Lessor", proposes to conclude a charger rental agreement (hereinafter referred to as the Agreement) on the conditions below with any applied individual, hereinafter referred to as the User.

1. TERMS AND DEFINITIONS

User - a person who has joined the Agreement and accepts the Charger for temporary possession and use on a reimbursable basis in accordance with the terms of the Agreement.

The Lessor is the owner or other legal owner of the Machines and Chargers or an authorized representative of these persons, providing the Users with the Chargers for temporary possession and use on a reimbursable basis.

Machine - a device that provides the issuance and receipt of Chargers to Users.

Charger - portable charger (battery) for mobile devices (powerbank).

Application "Bine" - a program designed for registration of the User; search on the map of the Machines, manage settings and obtain the necessary information when using the Charger, available for download through the AppStore (itunes.apple.com) and / or Google Play (play.google.com) application stores.

Personal Account - a closed section of the Site or the Bine Application containing the User's personal data and information about the rental and services purchased by the User from the Lessor.

Site - an Internet site hosted on a domain at: <https://Bine.life>

Framework Agreement - an agreement concluded between the Lessor and the User and including the conditions set forth in this Offer.

Agreement - an agreement concluded between the Lessor and the User, including the terms of the framework agreement set out in the Offer, and the conditions specifying and clarifying the framework agreement set out on the Site.

TERMS OF AN AGREEMENT

1. The Subject of the Agreement

1.1. The Lessor undertakes to provide the User, at his request, with the Charger for a fee for temporary possession and use on the terms of this Agreement.

1.2. In order to ensure the possibility of renting Chargers, the Lessor grants the User the right to use the Bine Application free of charge.

1.3. The text of this Offer contains the terms of the Framework Agreement. By accepting the Offer in the manner provided for in Section 2, the User concludes a Framework Agreement.

1.4. The conditions specifying and clarifying this Framework Agreement, including a detailed description of the process of renting the Charger, the price of the Agreement, possible discounts on payment, technical requirements for equipment and / or software of the User who wishes to use the Bine Application, are placed by the Lessor before the conclusion Contracts on the Site. The specified information is an integral part of the Agreement. The User confirms that prior to the conclusion of the Agreement, he has read the specified information, understands its content and agrees with it. By performing the actions specified in Section 3, the User enters into an Agreement.

1.5. The Lessor has the right to involve third parties in the process of execution of the Agreement at its own discretion without agreement with the User.

2. The procedure for concluding a framework agreement (acceptance of the Offer)

2.1. To conclude the Framework Agreement for the acceptance of the Offer, the User must:

fill out the registration form on the Site or in the Bine Application, indicating the phone number, email address that will be used to send payment receipts, the password that will be used to access the User's Personal Account,

confirm the use of the phone number registered for the User by receiving an SMS message with a verification code;

read the terms of this Agreement and check the box next to the words "I have read and accept the terms of the Charger Rental Agreement and agree to the processing of my personal data on the terms specified in the Agreement",

Click the "Create" button.

2.2. Acceptance of the Offer is the totality of the above actions of the User.

2.3. The user guarantees that he provides complete and reliable information, including his own email address, a mobile phone number registered for him, a bank card issued in his name or an Apple pay / Google pay account linked to his phone number.

2.4. The Lessor is not responsible for the use by the User of other people's personal data, payment details (bank cards, Apple pay / Google pay accounts), is not obliged to establish the correspondence between the User's identity and the personal and contact data provided by him.

2.5. In the event of disputes related to determining the ownership of the data specified by the User, the Lessor proceeds from the good faith of the User's actions to provide personal data, information about a bank card, phone number, of which he is the owner.

3. Rules for receiving, using and returning a charger Search for automaton

3.1. Information on the territorial location of the automata, the work schedule of the organization in which the automatic, the presence of a charger in the charger or a free cell is available, is available to the user in the Personal Account in the "Card with Charging" section.

3.2. To display the correct information, the user must select a connector for a charger from the list that is proposed by the list application / site and provide on the device through which the login is logged in, sustained Internet access and access to geolocation services. Getting charger

3.3. To obtain a charger, you must perform the steps listed in the instructions displayed in the Personal Account or on the machine screen, namely: · Enter the number of the machine to the appropriate field on the automaton selection screen; · Enter the details of the bank card, through which payment will be paid for using the charger, in the appropriate field on the data entry screen of the bank card or use Apple Pay / Google Pay by selecting this payment method on the payment method selection screen; · Wait for the automatic response (cell with a charger opens); · Pick up the charger in the discovered cell. The landlord is not responsible for the correctness of the user's introduction of the automaton number, bank card details, the choice of the connector corresponding to the mobile device of the user, the transfer of the bank card details to third parties (including for helping in filling Bank card details on the site, in annex or other purposes). If, as a result of the user error, the cell number in another, different from the user-chosen machine, will open, the user is responsible for section 7 of the contract with a loss, damage to the charger issued in another A machine, different from the one in which the user wanted to get.

3.4. After receiving the charger from the unit, the user must check the charge indicator for 5 (five) minutes (green light on the charger edge), the integrity of the shell and the charger connector.

3.5. If the indicator malfunction (the green light is not lit), damage to the housing or charger connector The user is obliged to immediately return the charger into the machine. At the same time, the user has the right to take a different charger in the machine. In case the user within 10 minutes after receiving the charger, did not declare a charger fault to the support support service, the device is considered suitable for use and the period of use is subject to payment.

3.6. The use of (renting) the charger is calculated from the moment the user receives the charger and stops at the time of returning the charger to the landlord machine or by closing the order through the appeal to the support service. The moment of returning the charger into the machine is determined in accordance with the "Return of the Charger" of the contract. Using charger

3.7. The user is obliged to use the charger in accurately according to its purpose and not to enter any constructive and other changes to the charger, do not transfer the charger to use third parties.

3.8. The charger has several connectivity options for different models of mobile devices. The user independently selects the correct electricity supply connector into a mobile device.

3.9. If during the charging of the mobile device, the charging indicator is completely went out or on red, it means that charging is needed.

3.10. When connecting a charger with a mobile device, the latter uses the electricity of the charger first.

3.11. After complete charging of the mobile device, you must in time to disconnect the charger to prevent faults. Security measures when using charger

3.12. The charger contains the foundry-polymer battery.

3.13. It is strictly prohibited: 1. Remove the outer shell of the charger, 2. Disassemble the charger, 3. compress the charger, 4. Punch charger 5. Use the charger in water and / or in contact with other liquids, 6. Place Charger in water, 7. Position the charger in the fire, 8. Place the charger in places with a temperature above 60 ° C (140 ° F) (bath / sauna / infrared sauna); 9. Eat food.

3.14. The landlord does this notify, and the User understands and agrees that the wrong use / use is not for the purpose of the charger may lead the danger to the life and health of the user, third parties, animals, environmental pollution. The user understands and agrees that he is notified of safety measures when using the charger and is responsible for its actions.

3.15. After using the charger, the user must return it in a technically good condition in any landlord machine (if there are free to return cells). Return charger.

3.16. The user returns the charger that was received by the user at the relevant order. The number of the charger returned by the user must match the number of the charger that it received. To return the charger, you must find an automatic with a free cell.

3.17. Immediately at the machine, you must prepare a charger to return (remove the connectors to the appropriate grooves, make sure that the charger body is not damaged).

3.18. Next, you need to go to the site or go to the application "BINE" and on the lease screen, which shows the information about when the current tariff is running out, the user order number and the following tariff number, click the "Pass the charge" button. The "Enter the machine number" screen will open. The user specifies the number of the machine to which the charger is passed. The room is located on the central part of the machine. A free cell will open to which the user places the charger. It is necessary to wait for a response of the automaton in the form of a message on the website or in "BINE" applications or on the automaton display: "Thank you! The charge is successfully returned. " In case of failures when, with proper execution of the requirements for returning a charger, the user specified in this paragraph, the free cell in the machine does not open, the user needs to contact the support service, report incident, indicating The number of the machine and act in accordance with the instructions of the Lessor Representative. A communication service number is indicated on the machine.

3.19. The rental period is considered to be completed, and the charger returned at the time of the message appears in the personal account or on the display of the machine: "Thank you! The charge is successfully returned. " From the moment the charging device is given to the machine before processing information, the system and the appearance of the specified inscriptions about the successful return of the charger can pass from a few seconds to 3 minutes. The specified time for processing the charger return is included in the lease period by the user and is subject to payment by the user's selected tariff for renting a charger.

3.20. If the user returns a charger, and the machine does not determine it (the message "Thank you! The charge is successfully returned" is not displayed for more than 3 minutes), the User is obliged to report this to the support service and act in accordance with the instruction of the Lessor Representative. The end of the rental and return of the charger are determined by the support service based on actual circumstances. 3.21. If the return problem arises due to damage or loss of the charger, the user is responsible according to the terms of the contract.

3.22. In case of damage or loss of the charger, the User must report this to the support service. Until the message to the support service about what happened, the order is active and payable by the user in accordance with section 4 of the Treaty. In case of damage or loss of a charger by the user, the landlord is also entitled to write a penalty in the amount established in accordance with section 7 of the contract.

3.23. If the user decides on the purchase of a charger for further personal use, then must contact the support service for information on further actions and suspension of the write-off of funds for using the charger.

3.24. In case the user returns a charger of a different from the previously received order (with a different charger number), the user order will be considered valid to return the received charger.

4. Цена Договора и порядок оплаты

4.1. The contract price is set as the cost of using the charger for the time interval selected by the user in accordance with the established tariff for the appropriate machine.

4.2. Accurate cost of a minute / half-hour / day / week / month / semi-year / year or another time interval defined in the charge tariff is indicated on the website / machine. The landlord has the right to set the maximum amount of rent for one charger for the entire period of use.

4.3. The landlord has the right to check the validity of the user's bank card freezing / defining the amount on the account of a bank card in the amount of no more cost of the charger specified in P.7.2. Contract. If the user takes the charger in the machine with a free test period of use and returns a charger without damage until the specified test use period is not covered, the cash from the user's bank card is not written off. If the charger's return was made before the completion of the installed free test period, however, the automatic determined the device for more than 1-3 minutes and the money was written off from the bank card card, the landlord compensates for the debited cash Funds to the user by crediting 100 bonus points in the Personal Account (these points can be used by the user to pay for the rental of the charger and are not refundable in the cash equivalent (cash / non-cash). The lessor has The right to refuse to issue a charger to the user in the absence of funds necessary for the validation of the card. All payments under the contract are carried out through the write-off of funds from the bank card card, the data of which is indicated by the user in the Personal Account. Such payments are not Require additional confirmation from the user.

4.4. Payment is possible through bank cards of payment systems specified in the user's personal account and / or on the site, and equipped with the Internet payment function.

4.5. Payments are made using the payment system. When paying services through a payment system, the terms of payment of payment (including the collection of the Commission for the payment and its size) are set by the rules of the specified payment system. The user confirms that before making a payment, I got acquainted with the indicated rules and agree with them.

4.6. If the user does not provide the correct data of the bank card with a positive balance at the time start using the charger, the landlord has the right to refuse to the user in providing a charger or issue a charger with the subsequent debt write off from the bank card. 4.7.

Payment for using the charger is carried out in advance.

4.8. In the Personal Account of the User, the time counter displays, at what point will the next write-off of payment and the amount for payment will occur.

4.9. According to the results of the write-off of funds from the bank's bank card to the email address of the user specified during registration, a document confirming the payment made is sent.

4.10. In case of the impossibility of writing off the payment due to the insufficiency of funds on the bank card, the incorrect input of the data of the bank card, the expiration of the bank card and other bases the landlord notifies the user through the message in the Personal

Account, email. The landlord has the right to inform the user about the need to pay for debt for using the charger using the phone number provided during registration.

4.11. The user is charged for using the charger until the charger returns, in the amount established in paragraph 7.4. of this Agreement.

4.12. The landlord has the right to write off the amount of accrued debt from the user's bank card at the time of the user's elimination of the facts that impede the write-off of funds, as well as at any time before returning the user of the charger.

4.13. If the user does not eliminate the obstacles to pay within 24 hours from the moment of notifying the user about the impossibility of writing off the payment, then the landlord is entitled to terminate the contract and the framework by blocking the user's access to the personal account and restrictions on the subsequent obtaining another charger.

4.14. If the user returns the charger until the end of the paid time is completed, the recalculation does not automatically occur, but the user has the right to send a letter to the landlord with a request to return a part of the payment for the unused lease period. The landlord has the right to consider the specified amount in the account of the execution of other, including future, user commitments in front of the landlord.

4.15. The landlord has the right to attract the process of admission to payments for agents and other persons providing intermediary services in this area.

5. Duration of the Agreement

5.1. The framework agreement is concluded for an indefinite period.

5.2. The validity period of the Agreement (the period of continuous use of one Charger) is determined by the moment the Charger is returned or the order is closed by contacting the Support Service.

5.3. Loss of the Charger by the User is a violation of the Agreement, for which the Lessor has the right to terminate the Agreement and the Framework Agreement by blocking the User's access to the Personal Account and apply the liability measures provided for by the Agreement.

6. Other rights and obligations of the parties

6.1. The User can change the e-mail address and password specified during registration by contacting the Support Service or by e-mail.

6.2. The User is obliged to keep secret the login and password, through which access to the User's Personal Account can be obtained. In case of loss of the login, password or if there is reason to believe that a third party has taken possession of this data, the User is obliged to generate another password and / or login or contact the Support Service or by e-mail with a request to block access to the Personal Account. The risks associated with failure to fulfill this obligation are borne by the User.

6.3. The User is obliged to immediately (no later than one calendar day) inform the Lessor about the loss and / or damage to the Charger. In case of failure to fulfill this obligation, the Lessor has the right to require the User to reimburse the cost of the Charger, regardless of the reasons and circumstances of its loss or damage.

6.4. The Lessor has the right, in case of violation by the User of the Agreement or the Framework Agreement, to terminate the Agreement and the Framework Agreement by blocking the User's access to the Personal Account or, at its discretion, limit the possibility of obtaining another Charger.

6.5. The Lessor has the right to assign its rights to collect debts from the User to any third parties without the additional consent of the User.

7. Liability of the parties

7.1. In case of non-fulfillment or improper fulfillment by the User of the obligations to pay for the use of the Charger, the Lessor has the right to charge, and the User undertakes to pay penalties in the amount of 0.1% of the debt amount for each day of delay.

7.2. In case of damage or loss of the Charger, change in the appearance/design of the Charger, including pasting with stickers, the User is obliged to pay, and the Lessor has the right to write off from the User's bank card a fine in the amount of the cost of the Charger 30 (thirty) US dollars

7.3. When the User uses the Charger for business or other commercial purposes, the User is obliged to pay, and the Lessor has the right to write off a fine in the amount of 30 (thirty) US dollars from the User's bank card.

7.4. The Lessor has the right to deduct the rent from the User's bank card until the Charger is returned or the order is closed through the Support Service. Taking into account that the rental period is not limited, there is no maximum limit for debiting the rent from the User's bank card for renting the Charger.

7.5. The Lessor shall not be liable for damage caused to the property and health of the User and / or other third parties and for any other consequences if the User uses the Charger in a faulty condition or if the User fails to comply with the security measures specified in the Agreement.

7.6. By accepting the terms of the Offer and receiving the Charger, the User guarantees that he is the bona fide owner of the telephone number, bank card used by him when receiving the Charger. The User assumes the risks of using the details of a bank card, a telephone number not registered in his name, as well as compensation for possible losses incurred by the bona fide owner and the Lessor.

8. The procedure for changing the contract

8.1. The landlord has the right to make changes / additions to the terms of the framework agreement and the contract unilaterally without any special notice. This contract is an open and publicly available document. The current edition is located on the Internet at <https://bine.life/> The lessor recommends that users regularly check the terms of this Agreement for amendment and / or additions. The placement of the changed editorial board, as well as the new edition of the contract, is a proposal to the user to change the terms of the framework agreement and the contract. 8.2. In case the user makes the actions necessary to obtain a charger for use during the period of the new edition of the Framework

Agreement and / or New Terms of Agreement, and will also continue to use the charger received before the publication of the new edition of the Treaty / Changes to the previously active The editorial board of the contract, such actions are consent (acceptance) of the user with the assessed by the landlord.

9. The procedure for resolving disputes

9.1. To resolve disputes arising in connection with the execution of the contract, the mandatory pre-trial procedure is established.

9.2. The term of consideration and response to the claim is set to 10 (ten) calendar days.

9.3. In the user's claims, data must be specified sufficient to identify it as a user (data specified when registering on the website and / or in the "BINE" application). A copy of the user's passport (pages with personal data and a place of residence) must be made to the claim (pages with personal data and the place of residence), as well as if the user requires a return payment - copies of documents confirming the fact of payment.

9.4. The claim must be personally signed by the user, scanned and sent to the lessor to e-mail, indicated in the "Contacts" section, and also immediately directed in a true form by registered mail of Russia. In an email, the landlord must be specified by the mail identifier number to track the postal segment.

9.5. In case of non-compliance with the above-described rules of registration or the direction of the claim, such a claim is considered not submitted. 9.6. To comply with the mandatory pre-trial order, the landlord must send the user a notice to the user's personal account with information about the need for debt. The user is considered to be notified (pre-trial claim) on the day of sending notification by the Lessor. The use of other communication methods for the transfer of a pre-trial claim remains at the discretion of the lessor.

9.7. If the dispute was not resolved in a pre-trial order, it can be transferred to the court's permission at the location of the landlord, if other rules of jurisdiction for a particular dispute are not established by law on the protection of consumer rights.

10. Other conditions

10.1. The parties recognize the legal force of documents directed by e-mail and / or through the personal account, agree that these documents are equivalent documents drawn up on paper supports and signed by their own signature of the appropriate person if otherwise not directly provided in the contract.

10.2. Messages aimed at email and / or through a personal account are considered to be received by the addressee at the time of confirmation of their receipt by the addressee yourself or postal service by which they were sent.

10.3. Accepting Offer, the user gives his consent to processing the landlord of its personal data (PD), namely: last name, name, patronymic (if available), floor, citizenship, date and place of birth, number of the main document certifying personality, Information about the date of issuance of the specified document and issued it by the authority, the registration address at the place of residence (stay), contact details (number of the subscriber device of the mobile radiotelephone communication, email address) in order to execute the contract. PD processing includes a collection, recording, systematization, accumulation, storage, refinement (update, change), extraction, use, transmission (distribution, provision, access), depletion, blocking, deletion, destruction of personal data during the period Agreement of the contract, as well as within 3 (three) years since the termination of the contract. The user confirms that informed about the possibility of revocation of this consent.

10.4. The user who puts the tick opposite the phrase "I agree to receive a promotional mailing", gives my consent to receive advertising and informational mailing on the Lessor's services by sending messages to the email address, The user specified when registering in

the Personal Account. This consent is given indefinitely and is valid before receiving the lessor of the user notification of the refusal.

10.5. The user can refuse to distribute messages by email by clicking on the "Unsubscribe" link, located in each user sent by email.

10.6. The user can refuse to send the corresponding letter to the Email address of the Lessor specified in the "Contacts" section, or by mail specified on the site. 11. Requisites of the Landlord: "Bineline" OÜ 10152, Estonia, Tallinn, Kesklinna Linnaosa, Vesivärava TN 50-201

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