

TERMS AND CONDITIONS OF USE OF DIDI DELIVERY - USER

DiDi Mobility Information Technology Pte. Ltd. ("**DiDi**" or the "**Company**"), is a company duly incorporated under the laws of Singapore with its registered office at **111 North Bridge Road #06-20 Peninsula Plaza Singapore (179098)**.

This application is called DiDi Passenger - Delivery (hereinafter referred to as "**DiDi Delivery**").

The Person who accesses, browses or uses DiDi Entrega or DiDi's websites related to the DiDi Entrega service is hereinafter referred to as the "**User**".

The person accessing, browsing or using the DiDi Conductor - Delivery application (hereinafter referred to as "**DiDi Conductor**" or "DiDi Delivery") or DiDi websites related to DiDi Conductor to coordinate courier services is hereinafter referred to as the "**Delivery User**" or "**User**".

DiDi, and in some countries its affiliated companies, provide the intermediation service between Users and Delivery Users through access to a technological platform (the "**DiDi Service**") that enables the User, based on its needs for shipments and/or delivery of objects, to organize and plan online with independent third parties, the direct provision by Delivery Users of courier, home and/or delivery services (hereinafter referred to as the "**Services**").

The User to whom, for the provision of the Services, a Delivery User (hereinafter referred to as the "**Designated Delivery User**") is suggested by the Platform through DiDi Conductor is hereinafter referred to as the "**Designated User**".

The User acknowledges that DiDi does not provide the Services and does not operate as a courier company. The Services are provided directly by the Designated Delivery User, who is independent and does not act as an employee or contractor of the Company or any of its affiliated companies.

The User shall be bound by these DiDi Entrega Terms and Conditions (hereinafter referred to as "Terms and Conditions").

Before using DiDi Entrega, please read these Terms and Conditions carefully.

Please note that the User may not use or have full access to DiDi Entrega until he/she agrees to be bound by these Terms and Conditions and has accepted DiDi Pasajero's Privacy Notice, which are accepted to be applied to DiDi Entrega.

These Terms and Conditions are applicable to all DiDi Entrega Users, and are subject to modification at any time as a result of adjustments to DiDi's commercial policies.

The User must frequently visit the website and/or the DiDi Entrega application to keep abreast of the Terms and Conditions in force. The notices, terms or other requirements expressly specified or integrated in the website and/or DiDi Entrega shall form an integral part of these Terms and Conditions. Certain parts of the Terms and Conditions may be replaced by more updated legal notices, terms or requirements

expressly notified, specified or integrated in the website and/or in DiDi Entrega. The updated notices, terms or requirements shall become effective upon publication or notification of such updates by the Company.

If the User chooses and uses DiDi Services, the User shall be deemed to have read, known and accepted each and every one of the terms set forth herein, and to have agreed that the present Terms and Conditions are legally binding for the User and the Company. The User shall observe these Terms and Conditions in good faith when using DiDi Delivery.

These Terms and Conditions expressly supersede any prior agreement or arrangement that the Company may have entered into with the User for the purpose of using DiDi Delivery and the Services.

DiDi reserves the right to seek solutions to disputes arising in connection with DiDi Delivery, however, in any case, it may terminate the provision of any service subject to these Terms and Conditions to the User, or in general, stop offering or deny access to DiDi Delivery and its services or any part thereof, if DiDi considers that the User has incurred in any breach of the Terms and Conditions.

Likewise, DiDi reserves the right to refuse to allow the User access to DiDi Delivery, or the use of DiDi web pages, services or applications if the User does not accept these Terms and Conditions.

Likewise, the User declares that he/she uses DiDi's Services at his/her own risk and on his/her own account.

1. User Registration

- 1.1. To use DiDi Delivery, the User must already have the DiDi Passenger application or must download the application, install and/or update it on his/her mobile device and successfully complete the registration processes. When registering, the User must ensure that all Personal Information provided is accurate, complete and valid. Users who already have DiDi Passenger will receive the necessary communication to accept these DiDi Delivery Terms and Conditions.
- 1.2. **In the event that the User does not already have DiDi Passenger, the User acknowledges and agrees that once the User has registered with DiDi Entrega, the User's User account will be opened by default in DiDi Entrega. The default account and password shall be the User's DiDi Entrega account and password. In case you are already registered with DiDi Passenger, your account will be the same for DiDi Entrega.**
- 1.3. The User using DiDi Delivery or the Services must be at least 18 years of age or the age of majority in the User's jurisdiction (if over 18 years of age) or have full capacity to enter into and perform a contract in accordance with the applicable regulations.
- 1.4. **The User understands that before or even after having provided the information requested by DiDi, DiDi reserves the right not to provide DiDi Services to the User due to DiDi's internal criteria or other factors, as determined by DiDi.**

2. Services

- 2.1. DiDi Entrega may implement technology that allows the User to request and schedule the Services to be provided by the Designated Delivery User, who is not an employee, officer or representative of the Company.
- 2.1.1. DiDi Express-Usuario makes available to Users, different initiatives and/or activities within the platform's customer loyalty program, that is, Users and/or Users, which seeks to reward and recognize preference in the use of the platform. The Loyalty program may allow both Users and Users to access promotional activities, coupons redeemable in applications through the platform, prizes, subscriptions, functionalities or special conditions of use of the platform, among other activities, as determined by DiDi, in compliance with specific conditions that will be communicated in accordance with the terms and conditions of each activity. The initiatives and/or activities of the loyalty program are independent of the Solution and seek to encourage and reward the use of DiDi's technology services.
- 2.2. In order to use DiDi Entrega, the User must provide the Company with certain personal information, which must be accurate and complete. The User undertakes to keep the Personal Information required by DiDi Entrega updated. Failure to maintain such information as described above may affect the access and use of DiDi Entrega and the provision of the Services by the Designated Delivery Users.
- 2.3. The Services may not include the courier, domicile or delivery of illegal products, goods or things, nor those that require for their transportation any type of license, permit or that imply the application of specific regulations or norms. The total value of what the User sends may not exceed COP\$458,000. The Services must be requested to carry items that do not exceed the dimensions, functionality and permits of the Delivery User's vehicle. Additionally, the User may not deliver to the Delivery User the items described in paragraph 3.2 of these Terms and Conditions.

3. Use of Services

- 3.1. DiDi, within the framework and limits of the DiDi Service, shall make reasonable efforts for the User to access the Services provided by the Delivery Users, subject to the availability of the Delivery Users at the time and place where the User makes the request. It is reiterated that the Services do not include the mobility of persons.
- 3.2. The User is directly responsible for coordinating with the Delivery User the provision of the Services, tracking and tracing the route, coordinating the receipt of the shipment and maintaining direct communication with the Delivery User. It is the sole responsibility of the User to ensure the deliverability of the shipment and completion of the courier service provided by the Delivery User at the destination. Otherwise, the service will end at the place of origin of the request for the Services.
- 3.3. The User agrees NOT to deliver to the Delivery User items that for any reason may cause damage to the Delivery User and/or third parties, hazardous materials and waste, explosives, chemicals, drugs, narcotics, prohibited or restricted substances, animals, money or bearer or negotiable instruments, jewelry, stones and/or precious materials, goods that require a cold chain or special conditions for their conservation, works of art, valuable goods or goods that require special security conditions, stolen objects, objects and/or materials that are prohibited or considered inappropriate by any applicable law, rule or regulation, such as firearms (even if they have a safe-conduct), bladed weapons, and blunt weapons. Nor may you deliver objects whose transportation is prohibited by law; objects that by their nature or packaging endanger the Delivery User or the general

public; live animals, stuffed animals, animal skins or organs; paper money, securities of any kind payable to bearer, platinum, gold, silver, precious stones, jewelry, debit or credit cards and other valuables of a similar nature; objects whose trafficking constitutes a crime, works of art, dangerous goods; identity documents, visas and passports; chemical, biological, nuclear weapons and toxic waste; precursor products for the manufacture of narcotics and narcotic drugs; and articles having an extraordinary value not appreciable in money. The User shall assume any consequence for non-compliance with the above and declares that he/she expressly accepts that DiDi or the Delivery User may file complaints, share information or report non-compliance with this provision to the competent authorities.

- 3.4. The User shall not behave in an uncivilized manner, or in a manner contrary to morality or public order when using the Services carried out by the Designated Delivery User.
- 3.5. The User understands that it is the exclusive responsibility of the Delivery User to provide the Services, and therefore the Delivery User may refuse the User's request due to lack of confidence, impossibility of receipt or delivery, deficient conditions of safety, hygiene and/or health, violation of legal restrictions in force, or any other circumstance for which it deems necessary to refuse to provide the Services it provides for its own safety or that of third parties. The User understands that the Delivery User may report to the authorities any conduct that it deems appropriate to bring to the attention of the authorities on the occasion of the User's request for the Services provided by the Delivery User.
- 3.6. The User may access, navigate and use other DiDi application(s) different from or related to DiDi Entrega and, therefore, modify his/her application by connecting with other Users, in which case he/she shall be responsible for the charges incurred and for accepting and complying with the applicable terms and conditions.
- 3.7. The User shall not solicit, persuade or coerce the Designated Delivery Users to modify the Services so as to perform any act in violation of any traffic or other applicable law or regulation, restrictions on the movement of persons or activities, precautionary isolation measures or any other legal restrictions in effect at the time the Services are provided. In the event of an administrative penalty, injury, traffic accident, vehicle damage or other loss resulting from such prohibited acts attributable to the User, the User shall indemnify the party who suffered the loss(s).
- 3.8. **The User shall not publish or disclose, to any person and for any purpose, personal information of any other User or Delivery User accessed while using the Services, unless such information has been obtained through another legitimate channel or as otherwise permitted under applicable law. Didi is not responsible for interactions between Didi Delivery Users. However, Didi reserves the right to block access to DiDi Delivery or to limit access to DiDi Delivery in the event of harm to morals or decency in the interaction between Users.**
- 3.9. The User using DiDi Delivery and DiDi websites understands that DiDi Delivery relies on *big data* analysis.
- 3.10. By using DiDi Entrega, the User accepts that the Company may contact him/her by any means that the User has arranged directly or on behalf of any other person. The

foregoing, in relation to the User's account, for all treatment purposes contemplated in the User's Privacy Notice, including commercial purposes.

- 3.11. The User agrees and acknowledges that there is no relationship of subordination or employment between DiDi or any of its affiliates and the Designated Delivery User, or any person or entity that manages or is related to the activities of the Designated Delivery User, derived from any of the activities performed by the Designated Delivery User.
- 3.12. User shall be responsible for all activities that occur under User's service account, and agrees to maintain the security and confidentiality of User's account username and password at all times. Unless otherwise permitted in writing by the Company, the User may only have one service account.
- 3.13. The collection and use of personal information in connection with DiDi Delivery is described in the DiDi User Privacy Notice, which is an integral part of these Terms and Conditions.

4. Obligations and Warranties

- 4.1 The User guarantees that the information provided to DiDi will be true, accurate and complete. In connection with the operation of DiDi Delivery and the provision of the Services, DiDi reserves the right to verify the User's information.
- 4.2 It is the User's obligation to maintain all hardware or software on the mobile device updated to support the current DiDi Entrega requirements. The Company shall not be liable for any problems that may arise when the User does not use the most recent and updated version of DiDi Entrega, and/or uses DiDi Entrega on any mobile device that does not comply with the relevant current DiDi Entrega requirements. The User agrees that the Company may periodically update the software and hardware requirements of the cell phone to use DiDi Entrega.
- 4.3 By using DiDi Entrega, the User agrees to the following:
 - a. The User shall use the Services or download DiDi Delivery for personal use and shall not resell the same to any third party;
 - b. The User shall not use the Services, nor DiDi Delivery, for any illegitimate purpose, including without limitation, the transmission or storage of illegal materials or for fraudulent purposes;
 - c. The User shall not use the Services, nor DiDi Delivery to harass or hinder others or to cause them inconvenience;
 - d. The User shall not affect the normal operation of the network or technological infrastructure;
 - e. The User shall not attempt to damage the Services, nor DiDi Entrega;
 - f. The User shall provide identification documentation as reasonably requested by DiDi;
 - g. The User shall make all payments for the Services ordered; and
 - h. The User shall comply with all laws applicable to where the User uses DiDi Delivery or the Services.
- 4.4 In no event shall DiDi be liable for objects or goods during or after the provision of the Services by the Delivery User, regardless of the owner of the objects or goods.
- 4.5 In no event shall DiDi be liable for the Services provided by the Delivery User.

5. Payment

- 5.1 The use of the Services will result in charges to the User corresponding to the price of the services received from the Designated Delivery User. The fees for such Services provided by the Designated Delivery User are published in DiDi Entrega and shall be those in effect on the date on which the Services are used, or as updated in DiDi Entrega. The rate for the Services may change periodically based on market supply and demand and the User shall be responsible for monitoring them. The fee for the Services may be adjusted from time to time in accordance with real-time service requests.
- 5.2 After the User has received the Services ordered through DiDi Delivery, DiDi will facilitate its payment as a collection agent on behalf of the Designated Delivery User. Payment made by the User for such Services shall be deemed to be payment made directly to the Designated Delivery User for the Services rendered. Therefore, DiDi shall only act as a collection agent on behalf of the Designated Delivery User. The User acknowledges that a local entity in each jurisdiction may be delegated by DiDi to act as collection agent for the Designated Delivery User.
- 5.3 The User shall pay to the Delivery User immediately the total charge for the order submitted by DiDi DELIVERY. If there is any overdue charge, the Company shall be entitled to refuse to provide DiDi Services to the User.
- 5.4 The User will be able to pay in DiDi Entrega through his/her electronic payment account and online banking payment systems. The processing of payments shall be subject to these Terms and Conditions and to the terms and policies of the electronic payment service providers and credit/debit card issuing banks. DiDi shall not be liable for any errors made by electronic payment service providers or credit/debit card issuing banks. DiDi will obtain the details of the specific transactions related to the use of the Services by the User. DiDi will strictly comply with applicable laws and regulations and Company policies when using such information.
- 5.5 Once the User has made the corresponding payment, DiDi may issue a summary of the fees charged to the User, as a proof of payment, which shall not be considered an invoice for tax purposes.
- 5.6 All documents or invoices required by the User for the Services shall be issued by the Designated Delivery User or by any individual or entity administering the activities of the Designated Delivery User, as required under applicable laws and regulations.
- 5.7 It is the sole responsibility of the Designated Delivery User or the person or entity that administers the Services, to deliver the documents, invoices and vouchers that may be required, in accordance with the applicable legislation and regulations. In this regard, the User shall be responsible for (i) requesting any and all documents or invoices that may be required, and (ii) sending all personal information required to fulfill these purposes.
- 5.8 Although DiDi may provide Users with the information necessary for the issuance of the required documents or invoices in accordance with applicable legislation, DiDi shall not be responsible for the issuance of any vouchers or invoices required by Users for the Services provided by the Designated Delivery User, as DiDi does not provide such Services, and shall not be liable for any errors or failures in the delivery of such documents. DiDi shall in no way be liable for any error, inconsistency or malfunction of DiDi Delivery or relevant websites that may affect the issuance of such documents or invoices.
- 5.9 The User will be able to manage the Services and check the status of his/her order on DiDi Entrega.

5.10 The User shall verify the amount actually paid for the order immediately after completing each order. If the User has any objection as to the amount of the payment, he/she should contact DiDi immediately.

5.11 Telecommunication Services and related charges incurred for the use of DiDi Entrega are provided by telecommunication operators and not by DiDi.

6 Indemnity

By using DiDi Delivery, the User agrees to indemnify DiDi for any and all claims, costs, compensation, losses, debts and expenses, including without limitation, attorneys' fees and court costs and expenses, arising out of or related to the following events (hereinafter referred to as a "**Wrongful Act**"):

- a. Breach or violation of any provision of these Terms and Conditions or any applicable law or regulation (whether or not referred to in this instrument);
- b. Infringement of any right of any third party;
- c. Abuse of DiDi Delivery or the Services;
- d. Damage to the vehicle or its internal equipment, or to the Designated Delivery User due to gross negligence, fault or willful misconduct.

7 Local Regulatory Restrictions

DiDi does not inure or induce any person to access DiDi Delivery in any jurisdiction in which (by reason of nationality, residence, states of emergency, regulation or restrictions in force or otherwise) access to or availability of DiDi Delivery is prohibited or subject to any restrictions, including registration or other requirements within such jurisdiction.

DiDi does not influence or induce any person to access DiDi Delivery in any jurisdiction in which (due to nationality, residence, state of emergency, regulation or restrictions in force or any other reason) the provision of the Services for which the Delivery User is responsible is prohibited or subject to any restrictions, including total or temporary prohibition of activity, registration requirements, activity restrictions or other requirements within such jurisdiction. In the event that messaging is subject to any type of restriction, both Users and Delivery Users must refrain from using DiDi Entrega.

DiDi reserves the right to limit access to DiDi Delivery. Any person accessing DiDi Delivery in any jurisdiction does so on his or her own initiative and is responsible for complying with applicable local laws and regulations.

DiDi shall not be liable to any User for any loss or damage whatsoever, whether pursuant to a contractual provision, tort (including negligence), breach of duty under law or otherwise, even if foreseeable, arising out of or in connection with use by a person in a jurisdiction where access to the availability of DiDi Delivery is prohibited or subject to any restriction. In case of doubt, the User should obtain independent legal advice.

8 Absence of Warranties

8.1 No warranty is given, either express or implied, with respect to DiDi Entrega and the material published on DiDi Entrega, including, without limitation, its content.

8.2 Except as expressly set forth in these Terms and Conditions, all warranties, conditions and representations, express or implied by law or otherwise made by DiDi (including, without limitation, warranties as to satisfactory quality, fitness for purpose or skill and care) are hereby excluded where permitted by law.

9 Limitation of DiDi's Liability

- 9.1** Any information provided and services recommended to the User on DiDi or DiDi Delivery websites are solely for the User's reference. DiDi will use reasonable efforts to ensure the accuracy of such information, provided that DiDi does not warrant that such information is free of any errors, defects, malicious software or viruses.
- 9.2** DiDi shall not be liable for any damages whatsoever resulting from the use or any inability to use the DiDi or DiDi Entrega websites. Likewise, DiDi shall not be liable for any damage resulting from the use or any inability to use electronic communication tools of the DiDi or DiDi Entrega websites, including, without limitation, damages caused by transmission failures, Internet malfunction or delay in electronic communications, interception or manipulation of electronic communications by a third party or computer programs used for electronic communication and transmission of viruses, lack of energy, strikes or other labor disputes, riots, insurrections, revolts, earthquakes, fires, floods, storms, explosions, war, war, warlike acts or outages; earthquakes, fires, floods, storms, explosions, wars; acts of government, orders of judicial or administrative authorities or any other cause of force majeure or omission of third parties.
- 9.3** DiDi shall not be liable for any indirect, consequential, special, exemplary, punitive, moral or incidental damages, including lost profits, lost data, or property damage related to or otherwise resulting from any use of DiDi Delivery or the Services, regardless of the negligence (whether active, affirmative, sole or concurrent) of DiDi, even if DiDi has been advised of the possibility of such damages.
- 9.4** DiDi assumes no responsibility for the accuracy, completeness, adequacy and reliability of the information and content included in DiDi Delivery or on DiDi's websites, including without limitation text, images, data, opinions, web pages or links, despite its efforts to provide accurate and comprehensive information to the extent possible. DiDi disclaims any liability for any errors or omissions and makes no express or implied warranties whatsoever.
- 9.5** The User understands and acknowledges that when requesting Services on DiDi Delivery, the Company processes a large amount of information on the internal server based on such request and provides information about available Delivery Users to the User's mobile device and vice versa, after which the Designated Delivery User provides the Services to the User offline.
- 9.6** In no event shall the Company's total liability to the User, in connection with the operation of DiDi Delivery or the Services, for all damages, losses and actions, exceed the equivalent of five hundred United States Dollars (USD \$500), unless a greater sum is required by law.
- 9.7** Likewise, in no case does the provision of additional assistance provided by DiDi to a User, a Delivery User or any third party that may be a beneficiary, directly or indirectly, imply that DiDi assumes responsibility for such assistance. Neither does it mean that such additional assistance is a cause for an adjustment to these Terms and Conditions, nor does it imply that the nature or characteristics of DiDi's Services change.

10 Authorization and License

- 10.1** Subject to the User's compliance with these Terms and Conditions, DiDi grants the User a limited, non-exclusive, non-transferable license to download and install one copy of the Applications on a

single mobile device owned or controlled by the User to use such copy of the Applications solely for the User's own personal use.

- 10.2 The User may not: (1) license or sub-license, sell, resell, transmit, assign, distribute or otherwise commercially exploit or make available DiDi Delivery or other DiDi services to third parties in any way; (2) modify or create derivative works based on DiDi Delivery, the Services or other DiDi services; (3) create Internet "links" to DiDi Delivery or other DiDi services, or "frame" or "mirror" any application on any other server or wireless or Internet-based device; (4) reverse engineer or access DiDi's applications or other DiDi services in order to design or create a competing product or service, design or create a product using ideas or graphics similar to DiDi Delivery or other DiDi services, or copy any ideas, features, functions or graphics from DiDi Delivery, or other DiDi services; or (5) launch an automated program or script, or any program that may make multiple requests to servers per second, or that unduly hinders or obstructs the operation and/or performance of DiDi Delivery or other DiDi services.
- 10.3 In addition, User shall not: (1) send spam or duplicative or unsolicited messages in violation of applicable laws; (2) send or store material that is infringing, obscene, threatening, defamatory or otherwise illegal or unlawful, including material that infringes the privacy rights of third parties; (3) send or store material that contains software viruses, worms, Trojan horses or other harmful or deleterious computer code, files, scripts, agents or programs; (4) interfere with or affect the integrity or operation of DiDi's websites, applications or Services or the data existing on occasion thereof; nor (5) attempt to gain unauthorized access to DiDi's websites, applications, Services or related systems or networks.
- 10.4 DiDi shall have the right to investigate and exercise all actions and rights granted to it by law and these Terms and Conditions in the event of any breach of the aforementioned obligations. DiDi may resort to administrative or judicial authorities to file claims against any User who has breached these Terms and Conditions. If DiDi determines that any content violates these Terms and Conditions or otherwise harms DiDi's websites, DiDi Delivery and/or related Services or applications, DiDi reserves the right to remove or prohibit access to such content at any time without prior notice.

11 Intellectual Property Policy

- 11.1 DiDi and its affiliated companies own the intellectual property rights to all content distributed on DiDi Delivery, including, without limitation, the software provided and related products or services, and such intellectual property rights are protected by law. The lack of a statement of ownership in certain content does not imply that DiDi does not have ownership of such content or cannot enforce its rights therein and the User shall respect the legitimate rights and interests of the owner and shall use such content lawfully in accordance with applicable laws and regulations and the principle of good faith.
- 11.2 Without the written consent of DiDi, no natural or legal person shall use, copy, modify, make extracts from, include with other products for use or sale, link or transmit via hyperlink, store in an information retrieval system or use for any other commercial purpose any part of the software, of DiDi Entrega's products or services, information or words mentioned above in any form under any circumstances, except for downloading or printing for personal non-commercial use, with the understanding that no modification shall be made to the foregoing, and that the copyright or other proprietary statement contained therein shall remain in full force and effect.
- 11.3 The trademarks, logos, trade names and slogans or other items protected by intellectual property laws or regulations (hereinafter collectively referred to as "**Trademarks**") used and displayed on DiDi

Delivery or DiDi's web pages shall constitute the registered or unregistered DiDi Trademarks of DiDi and its affiliated companies, protected by law. No person shall use any content of such software, "DiDi", "DiDi Chuxing", "DiDi Hailing" and similar names, as well as the Trademarks in any manner whatsoever without the written consent of DiDi.

- 11.4 If the User prints, copies, downloads, modifies or links to any of the Content available through the Websites or the Apps in breach of these Terms and Conditions, the User's right to use the Company's Websites and the Apps may be immediately suspended and the User shall, at the Company's discretion, return or destroy any copies (electronic or otherwise) of the materials made or reproduced.

12 Third Party Services and Links

- 12.1 During the use of the relevant websites and applications, DiDi may, from time to time, provide the User with links to websites owned and controlled by third parties (the "**Third Party Services**"), to facilitate the User's purchase of products or services or to participate in promotional activities offered by such third parties.

By clicking on such links, the User will leave the DiDi or DiDi Delivery website and visit websites hosted by such third parties that are beyond DiDi's control, and where such third parties have developed their own terms, conditions, privacy notices, which may apply to the User's use of Third Party Services. Therefore, DiDi does not endorse the content and activities of such websites and DiDi shall not assume any obligation or responsibility in this regard. The User shall fully understand the content and activities of such websites and shall assume full legal responsibility and risk arising from the User's browsing or accessing such websites.

13 Term

- 13.1 These Terms and Conditions between the User and DiDi shall have an indefinite term.
- 13.2 In cases where the Company determines or deems that the User has committed a Wrongful Act, the Company reserves the right to take such action as it deems appropriate immediately, including, but not limited to, terminating the relationship between DiDi and the User, which will prevent the User from accessing the Delivery Users' Services. An Improper Act may result in the following measures:
- 13.1 The Company shall have the right to require reparation or indemnity from the responsible party in respect of any amount in excess of the amount of indemnity due under the law, as well as to take action against defaulting or infringing parties.
- 13.2 The User shall have the right to terminate DiDi Services at any time by cancelling his/her user account at any time in accordance with the instructions published on DiDi's websites or DiDi Entrega. After such cancellation, the User will not be able to use DiDi Entrega or the corresponding Services until he/she registers again and successfully reinstalls DiDi Entrega.
- 13.3 Even if DiDi terminates these Terms and Conditions, the User shall comply with its payment obligations and shall be liable for any damages or losses that may arise from such non-compliance.
- 13.4 Upon termination, DiDi will send the respective notice in accordance with these Terms and Conditions.

13.5 Except as required by applicable law or as set forth in these Terms and Conditions, DiDi shall not be obligated to give advance notice of termination of these Terms and Conditions. Upon termination, DiDi will send the respective notice in accordance with these Terms and Conditions.

14 Fortuitous Event or Force Majeure

In the event of an act of God or force majeure, the affected party may temporarily suspend performance of its obligations hereunder until the effect of such act of God or force majeure ceases, and shall not be in breach of contract, provided that such party shall use its best efforts to resolve such act of God or force majeure and mitigate its losses. Act of God or Force Majeure means any unforeseeable and unavoidable (even if foreseeable) cause beyond the control of the parties that prevents, affects or delays the performance by a party of all or any of its obligations hereunder. Such causes include, without limitation, earthquakes, war, changes in governmental laws, regulations and policies, computer viruses, hacker attacks or suspension of services provided by telecommunications companies.

15 General Provisions

15.1 If any provision of the Terms and Conditions (or part of any provision) is held by any court or competent authority to be invalid, illegal or unenforceable, such provision or part provision shall, to the extent necessary, be deemed severed and the validity and enforceability of the other provisions of these Terms and Conditions shall not be affected. The Terms and Conditions constitute the entire agreement between the parties relating to their subject matter and supersede and extinguish all prior drafts, agreements, arrangements and understandings between the parties, whether written or oral, relating to their subject matter. In these Terms and Conditions, the words "including" and "include" mean "including, but not limited to".

15.2 DiDi may deliver a notice by posting a general notice on the DiDi website and/or DiDi Delivery or by sending an email or text message to the email address or cell phone number registered in the User's account information. Notices, which may be published from time to time, shall constitute part of these Terms and Conditions.

15.3 The User shall not assign any of the rights under these Terms and Conditions without the prior written consent of DiDi.

16 Applicable Law

16.1. These Terms and Conditions shall be governed by the applicable laws of Singapore.

16.2. In the event of a dispute related to DiDi Delivery or the Services, the User shall first seek resolution of the disputes by referring the dispute to DiDi through DiDi Delivery. DiDi will investigate the matter and use its best efforts to resolve the disputes upon receipt of notice. If the Parties are unable to resolve the dispute in good faith, such dispute shall be resolved by arbitration in accordance with the terms set forth below.

16.3. Any dispute, claim or controversy arising out of or in connection with the breach, termination, interpretation, or validity of these Terms and Conditions or the use of the DiDi or DiDi Delivery websites shall be submitted to, and finally resolved by, an arbitration tribunal administered by the Centre for International Arbitration Singapore ("**CAIS**") **in accordance** with the CAIS Arbitration Rules in force, which rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one. The place of arbitration shall be Singapore. The language to be used in the arbitration proceedings shall be English. The decision of the arbitrator shall be final and binding on the parties, except in respect

of manifest error. The costs of the arbitrator shall be borne equally between the Parties or as directed by the arbitrator. User expressly and irrevocably waives submission of the dispute to courts or arbitral tribunals of any other jurisdiction.

17 Subsistence

Even if these Terms and Conditions are terminated or annulled, the provisions relating to liability for User's breach, intellectual property, User's obligation of confidentiality, and applicable laws and jurisdiction shall survive.

18 Annexes

DiDi may freely decide on annexes for each territory in which it operates by setting special rules applicable in that territory. As a general rule, these Terms and Conditions shall take precedence over such attachments.