DIDI FLEET TERMS AND CONDITIONS OF USE -USER ADMINISTRATOR

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 hereinafter referred to as "**DiDi Fleet**".

The person accessing, browsing or using the DiDi Fleet application or any of the websites in connection with DiDi Fleet is hereinafter referred to as the "**Admin User**". These terms and conditions are governed in their entirety by the DiDi Fleet Privacy Notice.

The person who accesses browses or uses the DiDi Express- Lessor User application, or DiDi websites or applications directly related or linked to an Administrator User through or linked to DiDi Fleet, to coordinate mobility solutions/modes derived from vehicle leasing agreements with driver services entered into with DiDi Users, is hereinafter referred to as a "Lessor User" or "Linked User" (or in the plural "Lessor Users").

The natural person who accesses, navigates or uses DiDi Express-User or DiDi's websites related to the DiDi Express-User Service, for mobility solutions/modes derived from vehicle leasing agreements with driver services entered into with Lessor Users, is hereinafter referred to as "User" or "Authorized User" (or in plural "Users" or "Authorized Users"). Such rules apply entirely to the Authorized User.

DiDi, and in some countries, its affiliated companies, provide the intermediation service through access to a technological platform (the "**DiDi Service**") that enables the Administrator User, who legitimately has one or more vehicles, to contact and coordinate its relationship with Renter Users who do not have vehicles or who are interested in contacting an Administrator User, in such a way that the Administrator User makes one or several of its vehicles available to the Lessor User so that the Lessor User may in turn use the DiDi Express - Lessor User or DiDi Driver application (as available) in accordance with the terms and conditions of said platform. The foregoing, considering that DiDi, and in some countries its affiliated companies, provide the intermediation service between Users and Lessor Users through access to a technological platform that enables the User to contact Lessor Users to coordinate mobility solutions/modes derived from vehicle leasing agreements with driver services.

The Admin Renter Users and/or the Renter Users according to the terms they agree, as independent third parties, are responsible for making the Vehicles available to the Users, by entering into a vehicle lease with driver services (the "Solution"). By accepting and using these Terms and Conditions, the Renter Users, Administrators and Renter Users expressly acknowledge, declare and accept that: (i) they will be the only ones responsible before the Users for complying with the terms and conditions agreed with them, (ii) they will be responsible before third parties, according to the terms agreed with the Users, for acts or facts derived from the Solution and (iii) they will be responsible before the Governmental Authorities for any act or fact that occurs during the Solution, as long as it is attributable to them. DiDi, in no event shall be liable for any conflict that may arise between Admin User Lessors and User Lessors.

The Administrator User may connect with Lessor Users by exchanging information through DiDi Fleet, DiDi Conductor and/or DiDi Express - Lessor User, as available.

The Admin User acknowledges that the Company does not provide mobility, logistics, leasing or any other services related to the Solution. Also, that the Company does not operate as a mobility or leasing company of goods or services. The Solution and compliance with its terms and conditions is the sole responsibility of the Renter, who is independent and does not act as an employee of the Company or any of its affiliated companies. The Renter acknowledges that DiDi has no responsibility whatsoever with respect to the Solution, since its role is exclusively to present DiDi's Services in accordance with these Terms and Conditions.

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

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

Please note that the Administrator User may only use and have full access to DiDi Fleet when he/she accepts these Terms and Conditions and has accepted the respective Privacy Notice for DiDi Fleet.

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

The Administrator User must frequently visit the website and/or the DiDi Fleet application to keep abreast of the Terms and Conditions in force. Notices, terms or other requirements expressly specified or incorporated in the website and/or DiDi Fleet shall form an integral part of these Terms and Conditions. Certain portions of the Terms and Conditions may be superseded by more current legal notices, terms or requirements expressly notified, specified or incorporated on the website and/or DiDi Fleet. The updated notices, terms or requirements shall become effective upon posting or notification of such updates by the Company.

If the Administrator User chooses and uses the DiDi Services, the Administrator User shall be deemed to have read, acknowledged and accepted each and every term set forth herein, and to have agreed that these Terms and Conditions are legally binding on the Administrator User and the Company. The Administrator User shall observe these Terms and Conditions in good faith when using DiDi Fleet.

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

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

DiDi also reserves the right to refuse to allow the Administrator User access to DiDi Fleet, or the use of DiDi websites, services or applications if the Administrator User does not accept these Terms and Conditions.

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

1. **Administrator User Registration**
1.1. To use the Services, the Administrator User must download DiDi Fleet, install it on his/her mobile device and successfully complete the registration processes. When registering, the Administrator User must ensure that all information provided is accurate, complete and valid.

1.2. **The Administrator User acknowledges and agrees that once he/she is a registered user of DiDi Fleet, his/her Administrator User account will default to DiDi Fleet. The default account and password will be the account and password of the Administrator User's DiDi Fleet account**.

1.3. The Administrator User and any person using DiDi Fleet must be at least 18 years of age or the age of majority in the jurisdiction of the Administrator User (if over 18 years of age) or have full capacity to enter into and perform a contract in accordance with applicable regulations.

1.4. DiDi does not assume responsibility for Administrator Users who violate the age of majority provision, and their legal guardians, tutors, or legal custodians; therefore, in such case, the legal guardians, tutors, or legal custodians will directly assume any responsibility and consequence related to the present Terms and Conditions. The User Administrator shall not assign or transfer in any way the account linked to his/her name for the purposes of DiDi Fleet to any natural or legal person.

The Admin User understands that before or even after having provided the information requested by DiDi, DiDi reserves the right not to provide the DiDi Services to the Admin User due to DiDi's internal criteria or other factors, as determined by DiDi.

2. **Services provided by Lessor Users**

2.1. The User Manager acknowledges that the Company has no interference, involvement or interest with respect to the Solution. Also, that the Proposed Lessor User's ability to contact Users in connection with the Solution through DiDi Express-Lessor User does not constitute DiDi's participation in the negotiation, execution or performance of the Solution. For purposes of clarity, DiDi is not a mobility operator, nor a lessor of goods or services, nor does it make DiDi a party to the legal business entered into between Users and User Lessors.

2.2. The User Manager or the User Lessor shall be solely responsible for the declaration of the taxes generated as a consequence of the execution of the Solution. The relationship between the Lessor User and the User by virtue of the Solution shall be governed by the contract signed between said parties and the applicable regulations.

2.3. The Company does not participate in, nor is it responsible in any way for the relationship between the Administrator User and User Lessors or between User Lessors and User. Through the DiDi Express-User application, Users may agree on the terms and conditions of the Solution. Through DiDi Express-User Lessor, User Lessors may connect with Users and have access to various functions of the application, including, but not limited to, obtaining information regarding User requests, and revenues derived from the Solution. Revenues will be collected by the Admin User through DiDi Fleet or DiDi Express-Lessor User or directly paid to the Lessor User by the Proposed User as soon as such option is available.

2.4. In order to use DiDi Fleet, the Lessor User must provide the Company with certain personal information, which must be accurate and complete. The Lessor User undertakes to keep the personal information required by DiDi Fleet up to date. Failure to maintain such information as described above may affect access to and use of DiDi Fleet.

2.5. In order to use DiDi Fleet, the Administrator User must provide the Company with certain personal information, which must be accurate and complete. The Administrator User undertakes to keep the Personal Information required by DiDi Fleet up to date. Failure to maintain such information as described above may affect the access to and use of DiDi Fleet and the provision of the Services provided by the Lessor User.

3. **Provision of Services**

3.1. The Admin User may register in DiDi Fleet information related to the vehicles which, in accordance with the applicable laws, are owned by him/her or which he/she legally and lawfully possesses or in any legitimate term in accordance with the local legislation allows

him/her to dispose of the property (hereinafter referred to as the **"Registered Vehicle"**). The Admin User may link a Registered Vehicle to more than one Lessor User.

3.2.   Through DiDi Fleet, Managing Lessor Users can enjoy DiDi's Services, including, but not limited to, managing and organizing their Registered Vehicles, accessing the Lessor User's general personal information, linking Registered Vehicles with Lessor Users in need, unlinking Registered Vehicles from a Lessor User, accessing information regarding a Lessor User's requests, acquiring information about a Lessor User's status (online or offline), and receiving earnings corresponding to the Solution, which will be received by the Lessor Users, acquiring information about a Lessor User's status (online or offline), and receiving earnings corresponding to the Solution, access information regarding a Lessor User's requests, acquire information on the status of the Lessor Users (online or offline), and receive the proceeds corresponding to the Solution, which will be received by the Managing Lessor Users through DiDi's collection service in the event that it has not been paid directly by the users to the Lessor Users.

3.3.   The Administrator User may link a Registered Vehicle to more than one Lessor User;

3.4.   A Renter may link to more than one Registered Vehicle. However, for security reasons the Company may restrict the linking to only one vehicle per Renter.

3.5.   When a Lessor User is using DiDi Express Lessor User, the Lessor User can only be linked to one vehicle.

3.6.   **The Administrator User shall not publish or disclose, to any person for any purpose, personal information about any User or Renter User or Administrator User unless such information has been obtained through another legitimate channel and as permitted under applicable law. Didi is not responsible for the interaction between the Administrator User and Renter Users or Users. However, Didi reserves the right to block access to DiDi Fleet or limit access to DiDi Fleet in the event that there is harm to morals or decency in the interaction between the Administrator User and Renter Users or Users.**

3.7.   The Admin User using DiDi Fleet and DiDi websites understands that DiDi Services are supported by *big data* analytics.

3.8.   By using DiDi Fleet, the Admin User agrees that the Company may contact him/her by any means that the Admin User has arranged directly or on behalf of any other person. The foregoing, in relation to the Administrator User's account, for all purposes of treatment contemplated in the Privacy Notice, including commercial purposes.

3.9.   The Administrator User using DiDi Fleet may not access the application to obtain commercial or business intelligence for his/her own benefit or for the benefit of third parties.

3.10.   The Admin User agrees and acknowledges that there is no relationship of subordination or employment between DiDi or any of its affiliates and the Admin User , or any person or entity that administers or is related to the activities of the Admin User derived from any of the activities performed by the Admin User .

3.11.   The Administrator User may contact Renter Users through matching, matching, search and/or linking tools available on the platform and/or through links with DiDi Express - Renter User and/or DiDi Driver, as available.

If available, "Search Vehicle" or the function available for such purpose, is a function of the DiDi Lessor User application through which Lessor Users may contact and exchange information with Administrator Users exclusively to carry out negotiations regarding a possible linkage for the provision of transportation or mobility services through the DiDi platform. Through Vehicle Search in the DiDi Fleet application, Administrator Users may publish information regarding vehicles they have available, contact and exchange information with Lessor Users exclusively to carry out negotiations regarding a possible linkage for the provision of transportation or mobility services through the DiDi platform.

The user accepts that by using the Find Vehicle function, he/she accepts these Terms and Conditions, which may undergo modifications in the future as a result of adjustments to the commercial policies, for which reason, the Renter User and the Administrator User agree to frequently review the present document, with the understanding that if they do not agree with it, they will stop using the Find Vehicle function. Likewise, in this case, DiDi will notify such modifications through DiDi Lessor User and DiDi Fleet, being the responsibility of the Lessor User and the Administrator User to make sure that they are aware of such modifications duly notified by DiDi.

The User Lessor and the User Administrator accept and acknowledge that their relationship and the agreements they may reach are completely independent and unrelated to DiDi, for which reason the Company shall in no way be responsible for them or for any controversy that may arise from the independent relationship between User Lessor and User Administrators.

The Renter User and the Administrator User accept and acknowledge that the use of Vehicle Search will be solely for the purpose of sharing information and contacting each other in order for the Renter User to link with the Administrator User for the provision of transportation or mobility services through the DiDi platform.

In addition to these Terms and Conditions, the Terms and Conditions of Use of DiDi Driver and DiDi Fleet, which are in force during the relationship between DiDi and the Lessor User or the Administrator User, shall also be applicable.

The Company shall determine, in its sole discretion, whether the Lessor User or the Administrator User has incurred in a breach of these Terms and Conditions, in which case the Company may take such action as it deems appropriate, which may consist of:
a) Notification of the non-compliance incurred and reiteration of the corresponding obligations and the consequences of non-compliance;
b) Notification to the competent authorities of acts that imply non-compliance with the Terms and Conditions or the applicable legal provisions, as well as any relevant data;
c) Immediate, temporary or permanent suspension or withdrawal of the Lessor User's or the Administrator User's right to use DiDi Lessor User and/or DiDi Fleet, and Legal actions against the Lessor User or the Administrator User to claim damages caused to DiDi or its affiliates, for causes attributable to the Lessor User or the Administrator User (including, without limitation, reasonable administrative and legal costs), as well as any other additional legal actions against the Lessor User or the Administrator User.

DiDi treats the personal data of Lessor Users and Administrator Users in accordance with the provisions of the Privacy Notice for Lessor Users and Administrator Users.

3.12.   The collection and use of personal information in connection with DiDi Fleet is described in the Privacy Notice, which is an integral part of these Terms and Conditions.

4.   Obligations and Warranties

4.1. The Administrator User warrants that the information provided to DiDi will be true, accurate and complete. In connection with the operation of DiDi Fleet and the provision of the Services, DiDi reserves the right to verify the Administrator User's information.

4.2. The Administrator User will only contact and coordinate with Renter Users that on the occasion of contact with Users that may result from the use of DiDi Express - Renter User:
   a. speak Spanish as an average Spanish speaker;
   b. They must have current documentation of SOAT and driver's license.
   c. understanding of foreign languages is an advantage (for simple conversations);
   d. shall not endanger the User and shall not have a history of risky behavior;
   e. may not have a history of diseases that may endanger the safety of the User Lessor and the Users during the provision of The Solution;
   f. may not have in their possession a firearm (even if they have a safe-conduct) or other items or elements that constitute a danger to the user, such as bladed weapons or sharp objects, among others.
   g. must put into practice hygiene techniques, healthy habits, and the responsibility to take care of their health (self-care), as well as comply with the carrying of implements required by current regulations (surgical masks or any other implement required to carry out the activity).
   h. must comply with all standards related to the Emergency.

The following is a list of diseases or acts that could endanger the safety of the Users and/or the Lessor User:

   a. Organic heart disease.
   b. Epilepsy.
   c. Maniere's syndrome.
   d. Vertigo.
   e. Hysteria.
   f. Parkinson's disease.
   g. Psychopathies.
   h. Dementia and diseases of the nervous system that affect the use of limbs.
   i. Cognitive affectations derived from the consumption by any means of psychoactive drugs or psychotropic drugs that can create dependence. This situation implies a greater risk when it occurs over prolonged periods, involves addictive conditions and is not treated in such a way as to completely eliminate dependence and the effects of the use of such substances.
   j. Other illnesses (including infectious diseases) that prevent you from driving with the dexterity and motor skills necessary to ensure the safe delivery of The Solution (examples include tuberculosis, mumps and other airborne or droplet-borne infectious diseases).
   k. Fever, Cough or difficulty breathing.
   l. Any other conditions provided for in local laws and regulations.

4.3. The Renter shall not receive items delivered by a User separately if the User decides not to board the Vehicle. Nor may Renter provide Renter's Services to persons who are not Authorized Users, or outside the provisions of the rules relating to emergencies or other restrictions.

4.4. In no event shall DiDi be liable for any objects or property found in the Registered Vehicle before, during or after the use of the Solution regardless of the owner of the objects or property. This includes objects inadvertently left in the Vehicle by the User or any third party.

4.5. It is the Administrator User's obligation to keep all hardware or software on the mobile device up to date that supports the current DiDi Fleet requirements. The Company shall not be liable

for any problems that may arise when the Administrator User does not use the most recent and updated version of DiDi Fleet and/or uses DiDi Fleet on any mobile device that does not comply with the relevant current DiDi Fleet requirements. The Administrator User agrees that the Company may periodically update the software and hardware requirements of the cell phone to use DiDi Fleet.

4.6.   By using DiDi Fleet, the Administrator User also agrees to the following:

a. the Administrator User shall use the DiDi or DiDi Fleet Services in good faith;
b. the Administrator User shall use the DiDi or DiDi Fleet Services only for personal use and shall not resell the same to any third party, nor shall he use them to obtain commercial or business intelligence for his own benefit or for the benefit of third parties;
c. the Administrator User shall not use DiDi or DiDi Fleet Services for illegal purposes;
d. the Administrator User shall not use DiDi or DiDi Fleet Services to harm third parties;
e. the Administrator User shall not use DiDi or DiDi Fleet Services to affect the normal operation of the telecommunications networks or technological infrastructure;
f. the Administrator User shall not attempt to damage the DiDi or DiDi Fleet Services; and
g. the Admin User shall comply with all applicable laws of the country/region, province and/or city in which the Admin User provides the Mobility Services.

5.   Service and Cooperation Fee

5.1. The User Lessor and the User Manager agree to use the DiDi Platform to estimate the fees for each application. However, the Lessor User may reject such estimate before reaching an agreement with the User on the terms of the Solution. This mechanism works on the basis of an algorithm that takes into account a base rate and other relevant aspects such as traffic, the Lessor User's time and distance, and other relevant aspects. This suggested rate varies or will vary depending on the instructions given by the User to the vehicle. DiDi's fees, for DiDi Services, are published on DiDi sites and will be calculated as a commission on the amount of the Services, on a case by case basis and as updated from time to time.

DiDi may issue coupons periodically to you and/or the User through the DiDi Express DiDi Application. Use of such coupons would be treated as a reduction of your Solution Fee to the User.

5.2. To calculate the Lessor User's income, according to the terms agreed with the User for the Solution, and DiDi's fees and taxes for the provision of DiDi's Services, DiDi has an estimation mechanism that calculates the payment rate with an algorithm taking into account a base rate, traffic, travel time and distance, for the use of the Vehicle.

The terms and conditions of the Solution shall be agreed exclusively by the User Lessor with each User. The terms and conditions of the relationship between the Administrator User and the Lessor User shall be agreed exclusively by the Administrator User and each Lessor User.

5.3. The revenues corresponding to the Solution shall be charged and collected in two ways, depending on the payment method used by the User: (i) directly by the Lessor User, in events in which the User has chosen the cash payment option and (ii) by DiDi on behalf of the Lessor User and/or the Administrator User or by a third party designated by DiDi ("**Authorized Third Party**"), as the Lessor User's and/or the Administrator User's collection agent. The payment made by the User for the Solution shall be considered as the payment made directly to the Lessor User and the Administrator User. The Admin User expressly authorizes and grants mandate or representative capacity, according to the applicable legal figure, to DiDi and the Authorized Third Party to charge and collect the aforementioned revenues on its behalf.

When applicable, the Managing User expressly authorizes DiDi to retain the fees that correspond to DiDi for the provision of DiDi's Services and those that will be paid to the Authorized Third Party for its collection services, and to pay those on behalf of the Lessor User to the Authorized Third Party.

The Admin User agrees that DiDi may, at its sole discretion, set the payment of Authorized Third Party fees on behalf of the Admin User as a temporary incentive.

All taxes and withholding taxes caused as a consequence of the relationship between DiDi and/or the Managing User and the Authorized Third Party, as well as the temporary incentive, shall be exclusively borne and paid by the Managing User or the Lessor User.

The Administrator User agrees that the Company may make compensation at its discretion for the aforementioned sums based on the Company's compensation standards, as issued from time to time.

DiDi shall not be responsible for the issuance of any document for tax purposes or invoice required by the applicable legislation or by the Users derived from the Solution provided by the Lessor User or at the expense of the Administrator User, nor shall DiDi be responsible for any error or failure in the delivery of the documents.

5.5. Although DiDi may provide to the Admin User Lessors and related User Lessors the information necessary for the issuance of the documents or invoices required by the Users in accordance with the applicable legislation, the Admin User acknowledges that such provision may consist in the issuance of such vouchers or documents by DiDi, or any third party designated by DiDi for such purposes in the name and on behalf of the Admin User. DiDi shall not be responsible for the issuance of any vouchers or invoices required by Users for the Solution, and shall not be liable for any errors or failures in the delivery of such documents. In this sense, neither DiDi nor any third party designated by DiDi for such purposes, on behalf of the Administrator User, shall be liable for any error or failure in the issuance of any document required in accordance with the applicable legislation.

5.5.1. Billing

The Admin User agrees and acknowledges that during the Admin User's registration process in DiDi's applications, the Admin User will provide the information necessary to determine the billing structure that will be applicable to the Admin User, and the applicable terms and conditions, specifically in accordance with the applicable tax law. The Administrator User and the Lessor User are obliged to inform DiDi if they are liable for Sales Tax ("**VAT**") or if they do not qualify.

For such purposes, the Administrator User shall provide such information through DiDi's customer service channels.

From the moment in which the Lessor User or the Administrator User notifies DiDi of its status as liable or not liable for VAT for purposes of becoming a Lessor User or Administrator User, as applicable, the latter is obliged to immediately inform DiDi of any modification related to its liability for such tax, including the change from non-liable to liable for VAT, or vice versa.

Failure to report any modification in relation to VAT liability shall render the Lessor User or the Admin User, as applicable, liable for any tax, fine, penalty, cost, expense, interest or indemnity that may be assigned or charged or imposed on DiDi by any authority or third party as a result of the change in the Lessor User's or Admin User's VAT liability.

5.6. Telecommunication services and related charges that may be incurred when using DiDi Fleet will be provided and charged by telecommunication operators or service providers and not DiDi.

5.7. In order to guarantee the security, traceability and correct provision of DiDi Services, withholdings, discounts, compensations, suspensions, claims or requests for reimbursement of a portion or the totality of payments pending or received by the Lessor User may be made in cases of disputes, fraud, or an Undue Act on the amounts pending to be reconciled in favor of the Lessor User.

6.   Service guarantee.

6.1.   When the User Manager reaches an agreement with the User Lessor, the User Lessor and the User Lessor shall be individually responsible for complying with the agreement. DiDi shall have no responsibility whatsoever, since it does not determine or control the terms agreed upon by the User Manager and the User Lessor, nor does it have any control over their fulfillment. DiDi is a facilitator and contact intermediary between them, however, it does not guarantee that any of the obligations between the parties will be fulfilled.

6.2.   In case of any contractual or extra-contractual damage caused to a third party attributable to the Administrator User, the Administrator User shall be liable for any corresponding compensation. In case of extra-contractual damage caused by the fault of the Administrator User, or any loss caused to the Company due to the failure of the Administrator User to comply with these Terms and Conditions, the Company is entitled to claim compensation from the Administrator User.

7.   Responsibility of the Administrator User for Non-compliance

7.1.   If the Administrator User breaches any commitment or contract it has entered into with DiDi or its affiliated companies, the Company may, at its sole discretion, terminate these Terms and Conditions with the Administrator User as the case may require.

7.2.   The Admin User agrees to indemnify the Company, its related entities and the Company's officers, directors and employees immediately and upon first demand, against all claims, liabilities, damages, costs and expenses, including attorneys' fees, arising out of any breach of these Terms and Conditions accepted by the Admin User and DiDi or any other liability arising out of the Admin User's use of DiDi Fleet .

7.3.   If any Registered Vehicle does not match the registered information, including, but not limited to false license plates, invalid insurance policy, false vehicle make, the Admin User shall pay DiDi a fine of USD$150 and DiDi, in the meantime, shall be entitled to terminate the contract with the Admin User and permanently cease to provide services for the Admin User.

7.4.   The Company shall be entitled to collect from the responsible party any amount that exceeds the amount of the indemnity due according to law, as well as to take any action against the defaulting parties or violators.

8.   Liability for Deception

The Company severely opposes any conduct aimed at obtaining economic incentives or other benefits through any form of deceptive behavior or resale that may violate applicable laws and regulations. The Admin User shall assume the responsibilities for such misleading or fraudulent conduct, and such conduct is considered a breach of these Terms and Conditions. Furthermore, the Company reserves the right to exercise the relevant actions or any rights enshrined in these Terms and Conditions and that according to the applicable regulation are granted.

9.   Suspension and Termination

9.1. The Company shall determine, in its sole discretion, whether a breach of these Terms and Conditions has occurred by virtue of the Administrator User's use of DiDi Fleet. Where a breach of these Terms and Conditions has occurred, the Company may take such action as it deems appropriate.

9.2. A breach of these Terms and Conditions may result in, but is not limited to, the following actions:

i. Notification of the non-compliance incurred and reiteration to the Managing User of the corresponding obligations and of the consequences of not complying with them;

ii. Notification to the competent authorities of acts that imply non-compliance with the Terms and Conditions or applicable legal provisions, as well as any relevant data;

iii. Immediate, temporary or permanent suspension and/or withdrawal of the Administrator User's right to use DiDi Fleet;

iv. Bring legal actions and claims against the Administrative User to obtain reimbursement of all costs on an indemnity basis (including, without limitation, reasonable administrative and attorney's fees) resulting from the breach; or

v. Additional legal actions against the Administrator User .

10. Local Regulatory Restrictions

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

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

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

11. Absence of Warranties

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

11.2. 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.

12. Limitation of DiDi's Liability

12.1. Any information provided and services recommended to the Admin User on DiDi's websites or on DiDi Fleet are for the Admin User's reference only. DiDi will use reasonable efforts to ensure the accuracy of such information, provided that DiDi does not warrant that such information is free from any errors, defects, malware or viruses.

12.2. DiDi shall not be liable for any damages whatsoever resulting from the use of or any inability to use the DiDi or DiDi Fleet websites. Further, DiDi shall not be liable for any damages whatsoever resulting from the use or any inability to use electronic communication tools on the DiDi or DiDi Fleet websites, including, without limitation, damages caused by transmission failure, 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 virus transmission, power failure, strikes or other labor disputes, riots, insurrections, revolts, earthquakes, fires, floods, storms, explosions, wars; acts of government, orders of judicial or administrative authorities or any other force majeure or omission of third parties.

12.3. DiDi shall not be liable for indirect, moral, consequential, special, exemplary, punitive or incidental damages, including lost profits, loss of data or property damage related to or otherwise resulting from any use of DiDi Fleet, regardless of the negligence (whether active, affirmative, sole or concurrent) of DiDi, even if DiDi has been advised of the possibility of such damages.

12.4. DiDi assumes no responsibility for the accuracy, completeness, adequacy and reliability of the information and content included in DiDi Fleet or on DiDi's websites, including but not limited to text, images, data, opinions, web pages or links, despite its efforts to provide accurate and comprehensive information to the best of its ability. DiDi disclaims any liability for any errors or omissions and makes no express or implied warranties whatsoever.

12.5. In no event shall the Company's total liability to the Administrator User, in connection with the operation of DiDi Fleet, 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.

12.6. Likewise, in no case does the provision of additional assistance provided by DiDi to a User, a Lessor User, an Administrator User or any third party that could 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 the present Terms and Conditions, nor does it imply that the nature or characteristics of DiDi's Services change.

13. Authorization and License

13.1. Subject to the Administrator User's compliance with these Terms and Conditions, DiDi grants the Administrator 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 Administrator User to use such copy of the Applications solely for the Administrator User's own personal use.

13.2.   The Administrator User may not: (1) license or sub-license, sell, resell, transmit, assign, distribute or otherwise commercially exploit or make available DiDi Fleet or other DiDi services to any third party in any way; (2) modify or create derivative works based on DiDi Fleet, the Services or other DiDi services; (3) create Internet "links" to DiDi Fleet 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 Fleet or other DiDi services for the purpose of designing or creating a competitive product or service; (5) create or create a product using ideas or ideas from DiDi Fleet 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 Fleet or other DiDi services in order to design or create a competitive product or service, design or create a product using ideas or graphics similar to Didi Fleet or other DiDi services, or copy any ideas, features, functions or graphics from DiDi Fleet 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 Fleet or other DiDi services.

13.3.   In addition, the Administrator 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 disruptive 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 website, applications, Services or related systems or networks.

13.4.   DiDi shall have the right to investigate and execute all actions and requests that the law and these Terms and Conditions grant to DiDi, in the event of breach of the obligations set forth above and to promote a lawsuit for any of the aforementioned breaches to the fullest extent permitted by law. DiDi may resort to administrative or judicial authorities to file lawsuits against any User Administrator who has breached these Terms and Conditions. If DiDi determines that any content violates these Terms and Conditions or otherwise harms the DiDi website, DiDi Fleet and/or related services or applications, DiDi reserves the right to remove or prohibit access to such content at any time without prior notice.

14.   Intellectual Property Policy

14.1.   DiDi and its affiliated companies own the intellectual property rights to all content distributed on DiDi Fleet, including, without limitation, the software provided and related products or services, and such intellectual property rights are protected by law. The absence 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 Administrator 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.

14.2.   Without the written consent of DiDi, no person or entity shall use, copy, modify, excerpt 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 Fleet's products or services, information or words mentioned above in any form under any circumstances whatsoever, except for downloading or printing for personal non-commercial use, provided that no modification shall be made to the foregoing, and that the copyright or other proprietary notices contained therein shall remain in full force and effect.

14.3. The trademarks, logos, trade dress and slogans or other items protected by intellectual property laws or regulations (hereinafter collectively referred to as **"Trademarks"**) used and displayed on DiDi Fleet or DiDi's web pages shall constitute the registered or unregistered 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 and the Trademarks in any manner without the written consent of DiDi.

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

15.   Third Party Services and Links
15.1. During the use of the relevant web pages and applications, DiDi may, from time to time, provide the Admin User with links to websites owned and controlled by third parties (the **"Third Party Services"**), to facilitate the Admin 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 Administrator will leave the DiDi or DiDi Fleet 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 Administrator's use of Third Party Services. Therefore, DiDi shall not be responsible for the content and activities of such websites and DiDi shall not assume any obligation in this regard. The Administrator User shall fully understand the content and activities of such websites and shall fully assume the legal responsibility and risks arising from the navigation or access to such websites by the Administrator User.

16.   **Term**

16.1. The present Terms and Conditions agreed upon by the User Administrator and DiDi shall be valid for an indefinite period of time.

16.2. In cases where the Company determines or believes that the Administrator 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 Administrator User, which will prevent the Administrator User from accessing DiDi's Services. An Improper Act may result in the following measures:

  a. 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.

  b. The Administrator User shall have the right to terminate the DiDi Services at any time by canceling his or her user account at any time in accordance with the instructions posted on the DiDi websites or DiDi Fleet. After such termination, the Administrator User will not be able to use DiDi Fleet until he/she re-registers and successfully reinstalls DiDi Fleet.

16.3. Even if DiDi terminates these Terms and Conditions, the User Administrator shall be liable for any damage or harm that may result from such breach.

16.4. Upon termination, DiDi will send the respective notice in accordance with these Terms and Conditions.

16.5. 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.

17. 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. 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 laws, regulations and governmental policies, computer viruses, hacker attacks or suspension of services provided by telecommunications companies.

18. General Provisions

18.1. 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".

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

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

19. Applicable Law

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

19.2. In the event of a dispute relating to DiDi Fleet or the provision of the Services that in any way involves DiDi, the User Administrator will first seek resolution of the disputes by referring the dispute to DiDi through DiDi Fleet. DiDi will investigate the matter and make 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.

19.3. Any dispute, claim or controversy arising out of or in connection with the breach, termination, interpretation, validity or enforceability of these Terms and Conditions or the use of the DiDi or DiDi Fleet websites shall be referred 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. The User Manager expressly and irrevocably waives its right to submit the dispute to courts or arbitral tribunals of any other jurisdiction.

20. Subsistence

Even if these Terms and Conditions are terminated or annulled, the provisions related to the liability for breach by the Administrator User, the intellectual property clauses, the obligation of confidentiality of the Administrator User shall survive.

21. 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 annexes. However, if special local rules make it necessary for the annexes to take precedence, this will be expressly established in the respective regulation.