

# **TERMS AND CONDITIONS OF USE OF DIDI DRIVER - LESSOR 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 hereinafter referred to as "**DiDi CONDUCTOR-User Lessor**". These terms and conditions apply in their entirety to the DiDi CONDUCTOR-User Lessor Privacy Notice or that which corresponds to said application.

The person accessing or using the DiDi CONDUCTOR-User Lessor application or the DiDi websites related to DiDi CONDUCTOR-User Lessor to coordinate mobility solutions/modes derived from vehicle leasing contracts with driver services entered into with Lessee Users shall hereinafter be referred to as "Lessee User" (or in plural "Lessee Users"), all of the above, if applicable, in accordance with the corresponding legislation and regulation applicable to the Authorized Lessee Users and the Lessor Users and as long as it is in force and in accordance with the **LEASE AGREEMENT FOR RENTING A VEHICLE WITH DRIVER celebrated between them.**

The person who accesses, navigates or uses DiDi-User Lessor User or DiDi's websites related to the DiDi-User Lessor User Service, in order to coordinate mobility solutions in accordance with the corresponding legislation and regulations, is hereinafter referred to as "Lessor User User" or "Authorized Lessor User User" (or in plural "Lessor User Users" or "Authorized Lessor User Users"). Said rules apply entirely to the Lessee User.

DiDi, and in some countries its affiliated companies, provide the technological intermediation service of information exchange and/or contact portal that enables and allows Users to connect. DiDi, as a contact portal and/or provider of a technological intermediation service of information exchange, makes available to Users functionalities and/or technological tools within the platform that seek to help/facilitate contact, as well as to improve said experience. The Application is available for Users who wish to connect and use it from Colombia, allowing to connect Lessor User Users and Lessor Users of vehicles with driver through the access to a technological platform (the "DiDi Service"). This option enables the Lessee User to contact Lessor Users to whom they will indicate their needs so that the latter may grant them the use, enjoyment, possession, full disposition and operational control of a Vehicle under the terms they agree upon. The above, based on their needs and disposition of the possession of the asset during the term of the contract in the head of the Lessee User and, taking into account the legislation and/or regulation issued in accordance with their authorizations from Governmental Authorities.

The Lessor Users, as independent third parties, are responsible for making the Vehicles available to the Lessee Users for their use, enjoyment, possession and operational control under the terms agreed between them (the "Solution"). By accepting and using these Terms and Conditions, Lessor Users expressly acknowledge, declare and accept that: (i) they will be the only ones responsible before Lessee 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 Lessee Users, for acts or facts derived from the Solution and (iii) they will be responsible before Governmental Authorities for any act or fact that occurs during the Solution, provided that it is attributable to them.

The Lessee User that is connected to a Lessor User (hereinafter the "Proposed Lessor User" in plural "Connected Lessor Users") through DiDi- Lessee User is hereinafter referred to as the "Connected Lessee User" (in plural "Connected Lessee Users").

The Lessor acknowledges that the Company does not provide leasing, mobility, logistics, 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 Lessor User, who is independent and does not act as an employee of the Company or any of its affiliated companies. The Lessor User 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. DiDi CONDUCTOR for Users located in the Colombian territory is an application that intermediates Vehicle Rental Requests with Driver.

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

Before using DiDi CONDUCTOR-User Lessor, please read these Terms and Conditions carefully.

Please note that the Lessor User may only use and have full access to DiDi CONDUCTOR-Lessor User, when he/she accepts these Terms and Conditions, and has accepted the Privacy Notice for DiDi - Driver, or the one that takes its place.

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

The Lessor User must frequently visit the website and/or the DiDi CONDUCTOR-Lessor User application to keep abreast of the Terms and Conditions in force. Notices, terms or other requirements expressly specified or integrated in the website and/or DiDi CONDUCTOR-User Lessor 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 web page and/or in DiDi CONDUCTOR-User Lessor. The updated notices, terms or requirements shall become effective upon publication or notification of such updates by the Company.

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

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

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

Furthermore, DiDi reserves the right to refuse to allow the User Lessor access to DiDi - DRIVER-User Lessor, or the use of web pages, DiDi Services or DiDi applications if the User Lessor does not accept these Terms and Conditions. Likewise, the Lessor User declares that he/she uses DiDi Services at his/her own risk and at his/her own expense

## **1. Lessor User Registration**

1.1. In order to use DiDi CONDUCTOR-User Lessor, the User Lessor must download the application, install and/or update it on his/her mobile device and successfully complete the registration processes. When registering, the Lessor User User must ensure that all personal information provided is accurate, complete and valid.

1.2. In order to use DiDi CONDUCTOR-User Lessor, the User Lessor must comply with the corresponding legislation and regulations and have obtained, if applicable, the permits from the Governmental Authorities. Additionally, it must comply with the requirements foreseen to be a DiDi-Driver Lessor-Driver User and with the following: To be a Driver Lessor User registered in DiDi-CONDUCTOR, to have completed the registration process, to be of an age outside the risk range, and to not present limitations for the exercise of the economic activity derived from the solution.

1.3. The Lessor User acknowledges and agrees that once he/she has registered with DiDi CONDUCTOR-Lessor User, his/her Lessor User account will be opened by default in DiDi CONDUCTOR-Lessor User. The default account and password will be the DiDi CONDUCTOR-Lessor User's DiDi CONDUCTOR-Lessor User account and password. For those Landlord Users who have already accepted the DiDi Driver Terms and Conditions, only acceptance of these DiDi DRIVER-Landlord User Terms and Conditions will be required and they will function under the account and passwords they already had created with DiDi.

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

1.5. DiDi does not assume responsibility for Lessor User Users who violate the age of majority provision, and their legal guardians, tutors, or legal representatives; therefore, in such case, the legal guardians, tutors, or legal representatives shall directly assume any responsibility and consequence related to the present Terms and Conditions. The Lessor User User shall not assign or transfer in any way the account linked to his/her name for the purposes of DiDi CONDUCTOR-Lessor User User to any individual or corporation.

1.6. The User Lessor 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 Lessor due to DiDi's internal criteria or other factors, as determined by DiDi.

## **2. DiDi Services**

2.1. DiDi DRIVER-Lessor User allows the Lessee Users to contact the Lessor Users in order to access the Solution, according to different modalities and/or functionalities in the technological tool that, as available, will allow calculating the value of the Solution, agreeing on the value of the Solution between the Users, choosing different categories/types of Vehicles to lease, generating predetermined discounts by the Lessor Users, among other functionalities. Such options will be identified within the application as appropriate, for example, pointing out the available functionalities/options such as: Express - Moto - Comfort - Set your price among others. All of the above, in accordance with the legislation, regulation and/or permits of the corresponding Governmental Authority, if necessary and/or applicable.

2.1.1. DiDi DRIVER-Lessor User makes available to the Lessee Users, different initiatives and/or activities within the loyalty program for Users of the application, i.e., Lessee Users and/or Lessor Users, which seeks to reward and recognize the preference in the use of the platform. The Loyalty program may allow both Lessee Users and Landlord 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 from the Solution and seek to encourage and reward the use of DiDi's technology services.

2.2. The Lessor User acknowledges that the Company has no interference, participation with respect to the Solution. Also, that the ability of the Connected Lessor User User to contact Lessor User Users in connection with the Solution through DiDi DRIVER-Lessor User User does not constitute DiDi's participation in the negotiation, conclusion or execution 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 the Lessor User Users and the Lessee Users. Consequently, it shall be the responsibility of the Lessor User:

2.2.1. In accordance with the laws applicable to the provision of the Solution, attend to claims, requests for warranty, return, cancellation, retraction, reversal that are submitted by Lessee Users directly to the Landlord User or communicated through DiDi.

2.2.2. Provide for the refund of monies directly or through DiDi, as appropriate, when requests for refund or cancellation are generated by the Lessee Users and are appropriate, whether they are submitted directly to the Landlord User or communicated through DiDi. In the case of Claims submitted through the platform transferred to the Lessor User that are not immediately and expressly rejected by the Lessor User, the Lessor User hereby declares that they shall be understood to be resolved by the Lessor User in favor of the Lessee User, authorizing that, if applicable and possible, the amount collected in favor of the Lessor User be returned to the respective Lessee User.

2.2.3. In accordance with the laws applicable to the Lessor User, attend to third party claims on account of conduct attributable to it and which are presented directly to the Lessor User or communicated through DiDi, as the case may be.

2.2.4. To exclusively use the app to contact Lessor User Users and in such sense, to exclusively enter into vehicle rental contracts with driver. The Lessor User shall refrain at all times from using the app to enter into any contract other than the aforementioned.

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

2.4. The Company does not participate in, nor is it responsible in any way for the relationship between the Lessor User and the Lessee Users. Through the DiDi-User Lessee application, the Lessee Users may agree on the terms and conditions of the Solution. Through the same application, Landlord Users will be able to connect with Lessee Users and will have access to various functions of the application, including, without limitation, obtaining information regarding Lessee User requests, and revenues derived from the Solution. Revenues will be collected by the Lessor User through DiDi CONDUCTOR-Lessor User or directly paid to the Lessor User by the Connected Lessee User as soon as such option is available.

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

2.6. The Lessor User may contact Managing Lessor Users through matching, pairing, search and/or linking tools available on the platform and/or through links with DiDi Fleet, DiDi Fleet being understood as the technological platform through which the Company provides the intermediation service that enables the Managing Lessor User, who legitimately has one or several vehicles, to contact and coordinate its relationship with Lessor Users who do not have vehicles or

who are interested in contacting a Managing Lessor User, to contact and coordinate its relationship with Lessor Users who do not have vehicles or who are interested in contacting a Managing Lessor User, in such a way that the Managing Lessor User makes one or several of its vehicles available to the Lessor User so that the Lessor User may in turn use the DiDi Fleet Lessor User, DiDi CONDUCTOR - Lessor User or DiDi Conductor application (as available).

### **3. The Solution**

3.1. User Lessors shall use DiDi DRIVER-User Lessor and the Solution only for the purpose of providing the Solution and/or using the tools available on the platform, in accordance with the legislation, regulation and/or permits of the Governmental Authority, if applicable.

3.2. The Lessee Users shall have operational control over the Vehicle delivered within the framework of the Solution, whereby they acquire the risks and obligations of the essence and nature of such contract, in accordance with the applicable rules.

3.3. The Connected Lessor Users shall be in charge of the Solution and all its obligations in favor of the Connected Lessee Users, whose traceability shall be reflected through the DiDi Platform and DiDi Services.

3.4. The Solution shall commence, once the terms have been agreed upon by the parties and accepted through DiDi DRIVER-Lessee User. The Solution shall terminate when the Connected Lessor User User disembarks the vehicle in compliance with the conditions arranged and planned between the Connected Lessor User User and the Connected Lessor User User.

3.5. Connected Lessor User Users shall refrain from any act that violates any traffic or other applicable law or regulation, restrictions on the movement of persons or activities, preventive isolation measures or any other legal restrictions in force at the time of the provision of The Solution. In the event of an administrative penalty, injury, traffic accident, damage to the vehicle or other loss resulting from such prohibited acts that are attributable to the Lessor User User, the Lessor User User shall indemnify the party who suffered the loss(s).

3.6. The Lessor User agrees not to carry in the vehicle dangerous items, such as firearms (even if with a safe-conduct), bladed weapons, blunt weapons, or other items or elements that constitute a danger to the Lessor User that are prohibited or considered inappropriate by any applicable law, rule or regulation; the Connected Lessor User shall assume any consequences and liability resulting from transporting such items.

3.7. The User Lessor shall not behave in an uncivilized manner, nor contrary to morality or public order (including smoking, drinking alcohol, or other similar conduct).

3.8. The Lessor User shall not ask the Connected Lessor User Users, or cause them to carry out, any act that violates any traffic regulation or other applicable law or regulation.

Liability shall be determined as agreed upon by the User Lessee and the User Lessor, however, they shall hold DiDi harmless.

**3.9. The User Lessor shall not publish or disclose, to any person and for any purpose whatsoever, personal information of any User Lessee or other User Lessor accessed by reason of the Solution, unless such information has been obtained through another legitimate channel and as permitted under applicable laws. DiDi is not responsible for the interaction between the User Lessor and other User Lessors, or User Lessees. However, DiDi reserves the right to block access to DiDi DRIVER-Lessor User or to limit the same in the event that there is harm to morals or good customs in the interaction between Lessor Users and other Lessor Users, or Lessee Users.**

3.10. The Lessor User User using DiDi DRIVER-User Lessor User and DiDi websites acknowledges and understands that DiDi DRIVER-User Lessor User relies on *big data* analysis.

3.11. By using DiDi CONDUCTOR-User Lessor, the User Lessor accepts that the Company may contact him/her by any means that the User Lessor has arranged directly or on behalf of any other person. The foregoing, in relation to the account of the User Lessor, for all purposes of treatment contemplated in the Privacy Notice of the DiDi CONDUCTOR-User Lessor application, including commercial purposes, which must be accepted at the time of registering as a User Lessor.

3.12. The Lessor User using DiDi CONDUCTOR-Lessor User may not access the application to obtain commercial or business intelligence for his/her own benefit or for the benefit of third parties.

3.13. The Lessor User accepts and acknowledges that there is no relationship of subordination or employment between DiDi or any of its affiliates and the Lessor User, or any person or entity that manages or is related to the activities of the Lessor User derived from any of the activities carried out by the Lessor User.

3.14. The Lessor Users shall be solely responsible for all activities that occur on the Solution account and agree to maintain the security and confidentiality of the Lessor Users and password of their accounts at all times.

3.15. The collection and use of personal information in connection with DiDi CONDUCTOR-User Lessor is described in the DiDi CONDUCTOR-User Lessor Privacy Notice, which is an integral part of these Terms and Conditions.

#### **4. Obligations and Guarantees**

4.1. The User Lessor guarantees that the information provided to DiDi shall be true, accurate and complete. In connection with the operation of DiDi DRIVER-Lessor User and the provision of the Solution, DiDi reserves the right to verify the information of the Lessor User through different verification alternatives, including, but not limited to, verification of data provided, facial

recognition systems or any other reasonable security measures that may be adopted by the Company to allow the use of the account.

4.2. Lessor User Users shall comply with the following requirements in order to be able to use DiDi Services, on the occasion of contact with Lessor User Users that may result from the use of DiDi DRIVER-Lessor User User:

- a. speak Spanish as an average Spanish speaker;
- b. 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 Lessee 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 Lessor User and the Lessee Users during the provision of The Solution;
- f. may not have in their possession a firearm (even when in possession of a safe-conduct) or other items or elements that constitute a danger to the Lessee 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 regulations related to the Emergency.

The following is a list of diseases or acts that could endanger the safety of the Lessee Users and/or the Landlord 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 the extremities.
- i. Cognitive affectations derived from the consumption by any means of psychoactive drugs or psychotropic drugs that may 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 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 Lessor User shall not transport items delivered by a Lessor User separately if the Lessor User decides not to board the Vehicle. Nor may it provide Lessor User's Services to persons who are not Authorized Lessor User Users, nor outside the provisions of the rules relating to the Emergency.



4.4. In no event shall DiDi be liable for 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 that have been unintentionally left in the Vehicle by the Lessor User or any third party.

4.5. It is the obligation of the User Lessor to maintain all hardware or software of the mobile device updated to support the current requirements of DiDi CONDUCTOR-User Lessor. The Company shall not be liable for any problems that may arise when the Lessor User User does not use the most recent and updated version of DiDi CONDUCTOR-User Lessor User, and/or uses DiDi CONDUCTOR-User Lessor User on any mobile device that does not comply with the relevant current requirements of DiDi CONDUCTOR-User Lessor User. The Lessor User agrees that the Company may periodically update the software and hardware requirements of the cell phone to use DiDi DRIVER-Lessor User.

4.6. By using the DiDi Service, the Lessor User agrees to the following:

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

## **5. Service and Cooperation Fee**

5.1. The Lessor User consciously uses the DiDi Application to estimate the value/price/rate of the Car Rental with Driver and/or its fees, as applicable. Such mechanism works based on an algorithm that takes into account a base rate and other relevant aspects such as, type of vehicle, traffic, Lessor User's time and distance, and other relevant aspects. This suggested rate varies or will vary depending on the instructions given by the Lessor User, the exercise of operational control or in general the use and enjoyment disposition of the vehicle within the framework of the Car Rental with Driver contract. However, the latter may reject such estimate before reaching an agreement of wills with the Lessee User regarding the terms of the Solution. Similarly, if available, Users may directly define the value/price/rate of the Car Rental with Driver and/or its fees, as applicable, considering the factors they deem relevant, such as the type of vehicle, traffic,

the Lessor User's time and distance, and other relevant factors. Such options will be identified within the application as appropriate, for example, by pointing out the available functionalities such as Express - Motorbike - Comfort - Set your price or those that are available.

DiDi's fees, which are payable for DiDi Technology Services, are published on DiDi Conductor and/or the equivalent or corresponding site to this app 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.

5.2. In order to calculate the revenue generated by the Lessor User User using the application, according to the terms agreed with the Lessor User User for the Solution, and DiDi's fees and taxes for the provision of DiDi Services, DiDi has an estimation mechanism that calculates the payment rate with an algorithm taking into account the type of vehicle, a base rate, traffic, contract time and/or distance, for the use of the Vehicle. DiDi fees are published in DiDi corresponding to the DRIVER application.

5.3. The terms and conditions of the Solution shall be agreed exclusively by the Lessor User with each Lessee User, without prejudice to the acceptance of the contract corresponding to each application mediated by the application.

5.4. The payments of the User Lessees corresponding to the Solution shall be charged and collected in two ways, depending on the payment method used by the User Lessee: (i) directly by the User Lessor, in events in which the User Lessee has chosen the cash payment option and (ii) by DiDi on behalf of the User Lessor or by a third party designated by DiDi ("**Authorized Third Party**"), as the User Lessor's collection agent. The payment made by the Lessee User for the Solution shall be deemed to be the payment made directly to the Lessor User. The Lessor User expressly authorizes and grants mandate or representation 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 Lessor User expressly authorizes DiDi to retain the fees that correspond to DiDi for the provision of DiDi 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 Lessor User agrees that DiDi may, at its sole discretion, set the payment of Authorized Third Party fees on behalf of the Lessor User as a temporary incentive. All taxes and withholding taxes caused as a consequence of the relationship between DiDi and/or the Lessor User with the Authorized Third Party, as well as the temporary incentive, shall be exclusively assumed and paid by the Lessor User. The Lessor 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.

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

5.6. Although DiDi may provide the Landlord Users with the information necessary for the issuance of the documents or invoices required by the Lessee Users in accordance with the applicable legislation, the Landlord 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 Landlord User. DiDi shall not be responsible for the issuance of any voucher or invoice required by the Lessee Users for the Solution, and shall not be liable for any error or failure 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 Lessor User, shall be liable for any error or failure in the issuance of any document that is required pursuant to the applicable legislation.

#### **5.6.1. Billing**

The Lessor User accepts and acknowledges that during the Lessor User's registration process in DiDi's applications, the Lessor User will provide the necessary information to determine the billing structure that will be applicable to the Lessor User, and the applicable terms and conditions, specifically in accordance with the applicable tax law. The Lessor User is obligated to inform DiDi if it is liable for Sales Tax or Value Added Tax ("VAT"), as applicable, or if it does not qualify.

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

From the moment the Lessor User notifies DiDi of its status as liable or not liable for VAT for purposes of becoming a Lessor User, as applicable, the Lessor User 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 change in relation to VAT liability shall render the Lessor User, as applicable, liable for any taxes, fines, penalties, costs, expenses, interest or compensation that may be assessed or charged or imposed on DiDi by any authority or third party as a result of the change in the Lessor User's VAT liability.

5.7. Telecommunication services and related charges that may be incurred when using DiDi CONDUCTOR-User Lessor shall be provided and charged by the operators or providers of telecommunication services and not by DiDi.

5.8. In order to guarantee the security, traceability and correct provision of DiDi's 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 Improper Act on the amounts pending to be reconciled in favor of the Lessor User.

### **6. Service Guarantee**

6.1. When the User Lessor reaches an agreement with the User Lessee regarding the Solution, 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 Lessor and the User Lessee, nor does it have 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 the event that, due to the fault of the User Lessor or the User Lessee, a person suffers any damage or tort, the User Lessor shall cover the compensation due in accordance with the rules of civil liability. In the event that the User Lessor is guilty of any damage or tort or that the breach of these Terms and Conditions causes any loss to the Company, the Company shall be entitled to claim compensation from the User Lessor.

## **7. Lessor User's Liability for Non-Compliance**

7.1. In order to avoid any fraud, abuse or violation of the applicable law in relation to DiDi's Services, it shall be understood that the Lessor User is not acting in good faith when he/she incurs in any of the following assumptions:

- a. Disclosure of any inaccurate or incomplete information;
- b. Failure to comply with its obligations agreed with the Proposed Lessee;
- c. Charge additional or different fees or fees in addition to those established or in an illegal manner;
- d. Aggressive, violent, discriminatory acts or gestures and any other that may generate responsibility for DiDi;
- e. Failure to comply with applicable law;
- f. Violating legislation, regulation or not having permits to circulate in the Emergency (each hereinafter referred to as an "**Improper Act**").

7.2. If the User Lessor commits a Wrongful Act, the User Lessor shall be deemed to be in breach of these Terms and Conditions, regardless of whether or not the Connected User Lessee has filed a complaint, and the Company shall be entitled to terminate its relationship with the User Lessor. The Company shall be entitled to require the Lessor User to pay full compensation for any loss caused by virtue of the Wrongful Act.

7.3. The Lessor User is free to accept or not a request, and the terms Connected by the Lessee User. However, once the parties have reached an agreement, and its execution is cancelled through the Platform ("**Cancellation after Accepting a Request**"), this may affect DiDi's role and DiDi's Services as an intermediary. DiDi shall therefore have the right to review Cancellations after Accepting an Application and terminate its relationship with the User Lessor. The User Lessor agrees that, and authorizes the Company to, monitor the information related to the Cancellation after Accepting an Application.

Valid reasons for cancellation after accepting a Request are: (i) the Connected Lessor User puts the Lessor User at risk, or (ii) the Lessor User notices that the safety of the vehicle is not adequate to provide The Solution or (iii) any other legitimate cause based on applicable laws or regulations in the jurisdiction of the Lessor User including those of the Emergency.

7.4. If the Lessor User breaches any contract it has entered into with DiDi or its affiliates or with the Authorized Lessee User, the Company may, at its sole discretion, terminate these Terms and Conditions with the Lessor User, as the case may require.

7.5. The User Lessor undertakes to indemnify the Company, its affiliated entities and the Company's officers, directors and employees immediately upon demand, for all claims, liabilities, damages, costs and expenses, including attorneys' fees, arising from any breach of these Terms and Conditions entered into by the User Lessor and DiDi or any other liabilities arising from the use of DiDi CONDUCTOR-User Lessor by the User Lessor.

7.6. If the Registered Vehicle does not match the registered information, including but not limited to false license plates, invalid insurance policy, false vehicle make, the Lessor User shall pay DiDi a fine of USD\$150 and DiDi, in the meantime, shall be entitled to terminate its relationship with the Lessor User and permanently stop providing DiDi Services to the Lessor User.

7.7. 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 action against the defaulting or infringing parties.

## **8. Liability for Deception, Unsafe Conduct or Misuse of the App**

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 Lessor User shall assume the responsibilities for such misleading or fraudulent conduct, and such conduct is considered a serious breach of these Terms and Conditions. Likewise, 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.

Any type of unsafe conduct against other Users, third parties, the app or any person, while using the application, as well as the improper, abusive or inappropriate use of any of the functionalities available in the application are prohibited.

## **9. Suspension and Termination**

9.1. The Company shall determine whether a breach of these Terms and Conditions has occurred by virtue of the use of DiDi DRIVER-User Lessor by the User Lessor. Where a breach of these Terms and Conditions has occurred, the Company may take such action as it deems appropriate to maintain its good name and that of the DiDi Services.

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

- i. Notification to the competent authorities about acts that imply non-compliance with the Terms and Conditions or the applicable legal provisions, as well as any relevant data;
- ii. Immediate, temporary or permanent suspension and/or withdrawal of the Lessor User's right to use DiDi CONDUCTOR-Lessor User;

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

## **10. Local Regulatory Restrictions**

DiDi does not inure or induce any person to access DiDi DRIVER-User Lessor 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 DRIVER-User Lessor is prohibited or subject to any restrictions, including registration or other requirements within such jurisdiction.

DiDi does not intimate or induce any person to access DiDi DRIVER-User Lessor in any jurisdiction in which (due to nationality, residence, states of emergency, regulation or restrictions in force or any other reason) the provision of the User Lessor Responsibility Solution is prohibited or subject to any restrictions, including total or temporary activity bans, registration requirements, activity restrictions or other requirements within such jurisdiction.

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

DiDi reserves the right to limit access to DiDi DRIVER-Lessor User. Any person accessing DiDi DRIVER-Lessor User 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 User Lessor 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 DRIVER-User Lessor is prohibited or subject to any restriction. In case of doubt, the Lessor User-User should obtain independent legal advice.

## **11. Absence of Warranties**

11.1. No warranty is given, either express or implied, with respect to DiDi DRIVER-User Lessor and the material published on DiDi DRIVER-User Lessor, 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 or recommendation provided to the Lessor User User on DiDi's websites or in DiDi DRIVER-Lessor User User is solely for the Lessor User User's reference. DiDi shall make reasonable efforts to ensure the accuracy of such information, with the understanding that DiDi does not guarantee that such information is free of any errors, defects, malware or viruses.

DiDi shall not be liable for any damages resulting from the use or any inability to use the DiDi or DiDi DRIVER-Lessor User websites. Furthermore, DiDi shall not be liable for any damages resulting from the use or any inability to use the electronic communication tools of the DiDi or DiDi DRIVER-User Lessor websites, including, without limitation, damages caused by transmission failures, Internet malfunctions 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 cause of force majeure or omission of third parties.

DiDi shall not be liable for indirect, moral, consequential, special, exemplary, punitive or incidental damages, including loss of profits, loss of information or material damages related to or otherwise resulting from any use of DiDi DRIVER-User Lessor or the Solution by User Lessor, regardless of 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 on DiDi DRIVER-User Lessor 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 extent possible. DiDi disclaims any liability for any errors or omissions and makes no express or implied warranties whatsoever.

12.5. The Lessee User understands and acknowledges that when using DiDi CONDUCTOR-Lessee User, the Company processes a large amount of information on the internal server based on such usage and provides information about available Lessee Users to the Lessee User's mobile device and vice versa, after which, the Connected Lessee User provides The Solution to the Offline Connected Lessee User.

12.6. In no event shall the Company's total liability to the Lessor User User, in connection with the operation of DiDi CONDUCTOR-Lessor User User or the DiDi Services, for all damages, losses and actions, exceed the equivalent of five hundred United States Dollars (USD \$500), unless a higher sum is required by law.

12.7. Likewise, in no case does the provision of additional assistance provided by DiDi to a User Lessee, a User Lessor 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 Lessor User's compliance with these Terms and Conditions, DiDi grants the Lessor User a limited, non-exclusive and non-transferable license to download and install a copy

of the applications on a single mobile device that the Lessor User owns or controls in order to use such copy of the applications solely for the Lessor User's own personal use.

13.2. The Lessor User may not: (1) grant licenses or sub-licenses, sell, resell, transmit, assign, distribute or otherwise commercially exploit or make DiDi DRIVER-Lessor User or other DiDi Services available to third parties in any way whatsoever; (2) modify or create derivative works or works based on DiDi DRIVER-Lessor User or other DiDi Services; (2) modify or create derivative or derivative works based on DiDi DRIVER-User Lessor or the DiDi Services; (3) create Internet "links" to DiDi DRIVER-User Lessor 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 DRIVER-User Lessor 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 DRIVER-User Lessor or other DiDi Services, or copy any ideas, features, functions or graphics from DiDi DRIVER-User Lessor 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 DRIVER-User Lessor or other DiDi Services.

13.3. In addition, the User Lessor shall not: (1) send spam or duplicate 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 damaging computer code, files, scripts, agents or programs; (4) send or store material that contains software viruses, worms, Trojan horses or other harmful or damaging computer code, files, scripts, agents or programs; (5) send or store material that contains software viruses, worms, Trojan horses or other harmful or damaging computer code, files, scripts, agents or programs; (4) interfere with or affect the integrity or operation of DiDi's websites, its applications or services or data existing in connection therewith; or (5) attempt to gain unauthorized access to DiDi's website, its applications, DiDi's Services or other DiDi 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 Lessor 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 DRIVER-Lessor User 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 DRIVER-User Lessor, including, but not limited to, the software provided and products or services related to DiDi DRIVER-User Lessor and other DiDi 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 Lessor 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 individual nor corporation 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 the products or DiDi CONDUCTOR-User Lessor or other DiDi Services, of the 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 statement contained therein shall remain in full force and effect.

14.3. 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 DRIVER-Hailing User or DiDi web pages shall constitute the Trademarks, registered or unregistered, 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 User Lessor 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 User Lessor's right to use the Company's Websites and the App may be immediately suspended and the User Lessor shall, at the Company's discretion, return or destroy any copies (electronic or otherwise) of the materials it has made or reproduced.

## **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 User Lessor with links to websites owned and controlled by third parties (the "**Third Party Services**"), to facilitate the User Lessor's purchase of products or services or to participate in promotional activities offered by such third parties.

By clicking on such links, the Lessor User User will leave the DiDi or DiDi DRIVER-Lessor User User 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 Lessor User User'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 User Lessor shall fully understand the content and activities of such websites and shall assume full legal responsibility and risk arising from the User Lessor's browsing or access to such websites.

## **16. Term**

16.1. These Terms and Conditions agreed upon by the Lessor User and DiDi shall have an indefinite term, but determinable for the duration of the relationship between the Lessor User and DiDi.

16.2. In cases where the Company determines or considers that the User Lessor has committed a Wrongful Act, the Company reserves the right to take the measures it deems appropriate immediately, including, but not limited to, terminating the relationship between DiDi and the User Lessor, which will prevent the User Lessor from accessing DiDi's Services to rely on them to provide The Solution to the User Lessees. 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 the defaulting or breaching parties.
- b. The Lessor User shall have the right to terminate the DiDi Services at any time by canceling its account as a Lessee User at any time in accordance with the instructions posted on DiDi's websites or on DiDi DRIVER-Lessor User. After such termination, the Lessor User may not use DiDi DRIVER-Lessor User or rely on it to provide the relevant Solution until it re-registers and re-installs DiDi DRIVER-Lessor User successfully.

16.3. Even if DiDi terminates these Terms and Conditions, the Lessor User shall comply with its obligations and shall be liable for any damage or harm that may result from its non-compliance.

16.4. After termination, DiDi will send the respective notification 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 obliged to give advance notice of termination of these Terms and Conditions. After termination, DiDi shall 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. Fortuitous event 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 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 deleted 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 deliver a notice by publishing a general notice on its website and/or on DiDi DRIVER-Lessor User or by sending an e-mail or text message to the e-mail address or cell phone number registered in the account information of the Lessor User. Notices, which may be published from time to time, shall constitute part of these Terms and Conditions.

18.3. The Lessor 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 laws of Singapore, notwithstanding that the User Lessor by its activity must comply with other laws applicable to it.

19.2. In the event of a dispute related to DiDi CONDUCTOR-User Lessor or the provision of services that in any way involves DiDi, the User Lessor shall first seek resolution of the disputes by referring the dispute to DiDi through DiDi CONDUCTOR-User Lessor. 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.

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 DRIVER-User Lessor 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 incorporated by reference in 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 Lessor expressly and irrevocably waives its right to submit the dispute to courts or arbitral tribunals of any other jurisdiction.

## **20. Livelihood**

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

## **21. Attachments**

DiDi may freely decide on attachments for each territory where the application is available by setting special rules applicable in that territory. As a general rule, these Terms and Conditions shall prevail over such attachments. Without prejudice to the jurisdiction and domicile applicable to the company in Singapore.