

TERMS AND CONDITIONS OF USE OF DIDI LESSEE 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-Usuario Lessee". These terms and conditions are governed in their entirety by the DiDi-User Lessee Privacy Notice.

The person who accesses, navigates or uses DiDi - User Lessee or DiDi's websites related to the DiDi - User Lessee service to coordinate mobility solutions/modes derived from vehicle leasing contracts with driver services entered into with User Lessors shall hereinafter be referred to as "Authorized User Lessee" or "User Lessee" (or in plural "Authorized User Lessees" or "User Lessees"), all, as the case may be, in accordance with the corresponding legislation and regulation applicable to the Authorized Lessee Users and the Lessor Users and while it is in force and in accordance with the **CONTRACT FOR VEHICLE LEASE WITH DRIVER** celebrated between them.

The person who accesses, navigates or uses the DiDi - Lessor User application or DiDi's websites related to DiDi - Lessor User to coordinate mobility solutions/modes derived from vehicle leasing contracts with driver services entered into with Lessee Users shall hereinafter be referred to as "Lessor User" (or in plural "Lessor Users"), all, as the case may be, in accordance with the corresponding legislation and regulations 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 agreed between them**.

DiDi, and in some countries its affiliated companies, provide the technological intermediation service of information exchange and/or contact portal that enables and allows them to connect Users. 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 Lessee Users and Lessor Users of vehicles with drivers 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 according to 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, the Lessor Users expressly acknowledge, declare and accept that: (i) they will be the only ones responsible before the 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 the Lessee 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.

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

The Lessee User to whom a Lessor User (hereinafter the "Proposed Lessor User") is proposed through DiDi - Lessee User is hereinafter referred to as the "Proposed Lessee User" (plural "Proposed Lessee User").

The Lessee 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 company, nor does it lease goods or services. The 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 for Users located in the Colombian territory is an application that intermediates Vehicle Rental Requests with Driver.

The Lessee User shall be governed by these DiDi - Lessee User Terms and Conditions (hereinafter referred to as "Terms and Conditions").

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

Please note that Lessee Users may only use and have full access to DiDi - Lessee User until they agree to be bound by these Terms and Conditions and have accepted the DiDi - Lessee User Privacy Notice.

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

Lessee Users must frequently visit the website and/or the DiDi - Lessee 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 - Lessee User shall form an integral part of these Terms and Conditions. Certain parts of the Terms and Conditions may be substituted by more updated legal notices, terms or requirements, expressly notified, specified or integrated in the web page and/or in DiDi - User Lessee. The updated notices, terms or requirements shall become effective upon publication or notification of such updates by the Company.

If the Lessee Users choose and use DiDi's Services, they 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 for the Lessee Users and the Company. The User Lessees shall observe these Terms and Conditions in good faith when using DiDi - User Lessee.

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

DiDi reserves the right to seek solutions to controversies arising from DiDi -Usuario Lessee. However, in any case, the Company may terminate the provision of any service subject to these Terms and Conditions, or in general, cease to offer or deny access to DiDi - User Lessee and its services or to the User Lessee, if DiDi considers that the User Lessee has incurred in any breach of the Terms and Conditions.

DiDi also reserves the right to refuse to allow Lessee Users access to DiDi - Lessee User, or the use of DiDi web pages, services or applications if Lessee Users do not accept these Terms and Conditions. Likewise, the Lessee Users declare that they are aware that they use DiDi's Services at their own risk and under their own responsibility.

1. Lessee User Registration

1.1. In order to use DiDi -Usuario Lessee, the Lessee User must download the application, install and/or update it on a mobile device designated for such purpose and successfully complete the registration processes. When registering, the Lessee User must ensure that all Personal Information provided is accurate, complete and valid and that the holder of the mobile device is fully authorized to accept these Terms and Conditions.

1.2. If applicable, each Lessee User must comply with the legislation and regulations corresponding to the Emergency, and have obtained the permits from the Governmental Authorities as appropriate. Additionally, he/she must comply with the following: age out of the risk range, not present symptoms of Covid-19 and wear a face mask.

1.3. The Lessee Users acknowledge and agree that once they have registered with DiDi - Lessee User, their account shall be opened by default in DiDi - Lessee User. The default account and password shall be the DiDi-Lessee User's DiDi-Lessee User account and password. For those Lessee Users who have already accepted the DiDi Driver Terms and Conditions and had the application prior to the Emergency and were active under it, only acceptance of these DiDi Lessee User Terms and Conditions will be required and they will function under the account and passwords they already had created with DiDi.

1.4. DiDi - User Lessees and any person using DiDi - User Lessee must have full capacity to enter into and accept these Terms and Conditions and be bound by all types of civil and commercial acts, in accordance with the applicable legislation. In order to use DiDi - User Lessee, the User Lessee must comply with the legal requirements applicable to him/her under the Emergency and the provisions of numeral 1.2 above.

1.5. The Lessee Users shall not assign or transfer in any way the account linked to their name for purposes of the operation of DiDi - Lessee User to any individual or corporation.

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

2. DiDi Services

2.1 DiDi-User Lessee allows User Lessees to contact User Lessors for the purpose of accessing the Solution, in accordance with different modalities and/or functionalities in the technological tool which, as available, will allow calculating the value of the Solution, agreeing the value of the Solution between Users, choosing different categories/types of Vehicles to lease, generating predetermined discounts by User Lessors, among other functionalities. Such options will be identified within the application as appropriate, for example, pointing out 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-User Lessee makes available to User Lessees, different initiatives and/or activities within the loyalty program for Users of the platform, that is, User Lessees and/or User Lessors, 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 of the Solution and seek to encourage and reward the use of DiDi's technology services.

2.2 The User Lessees acknowledge that the Company has no interference, participation or interest with respect to the Solution. Also, that the ability of the Proposed User Lessor to contact the User Lessees for the Solution through DiDi - User Lessor does not constitute DiDi as a provider of the Solution, nor a mobility operator, nor a lessor of goods or services, nor does it become a party to the agreement entered into between the User Lessee and the User Lessors.

The User Lessor shall be responsible for the execution of the Solution and declaration of the taxes that are generated as a result of the provision of the same. The relationship between the User Lessor and the User Lessee under the Solution shall be governed by the contract entered into 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 - Lessee User application, Lessee Users may agree and exercise operational control over the terms and conditions of the Solution. Through the same application, the Lessee Users will be able to connect with Landlord Users and will have access to various functions of the application, including, but not limited to, obtaining information regarding offers from Landlord Users.

2.5. In order to use DiDi-User Lessee, the User Lessee must provide the Company with certain personal information, which must be accurate and complete. The User Lessee undertakes to keep the personal information required by DiDi -Usuario Lessee up to date. In case of failure to maintain such information as described above, access to and use of DiDi - User Lessee may be affected.

2.6. The User Lessee acknowledges and agrees that The User Lessor shall be solely responsible for any obligation or liability to the User Lessees, on account of the Solution and, consequently, that shall be borne by the User Lessor:

2.6.1. In accordance with the laws applicable to it for the provision of the Solution, to attend to the claims, requests for warranty, return, cancellation, retraction, reversal that are submitted by User Lessees directly to the User Lessor or communicated through DiDi

2.6.2. Arrange 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 presented directly to the Lessee User or communicated through DiDi.

2.6.3. 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.

2.7. 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. Furthermore, the Company reserves the right to exercise the pertinent actions or any rights that are 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.

2.8. The Lessee User shall use the app only to contact Lessee Users and, in this sense, exclusively enter into vehicle rental contracts with drivers. The Lessor User and the Lessee User shall refrain at all times from using the app to enter into any contract other than the aforementioned.

3. The Solution

3.1. The Lessee Users shall use DiDi - Lessee User and the Solution within the framework of the vehicle rental agreement with driver under which the Lessee User exercises operational control, and, if applicable, in accordance with the legislation, regulation and/or permits of the Governmental Authority with respect to the Emergency.

3.2. The Lessee Users shall have 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 leasing contract, in accordance with the applicable regulations.

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

The User Lessees shall not solicit, persuade or coerce the Proposed User Lessors to perform any act in violation of any traffic regulations or other applicable laws or regulations, restrictions on the movement of persons or activities, preventive isolation measures or any other legal restrictions in force at the time of the execution of the contract. In the event of an administrative sanction, injury, traffic accident, damage to the vehicle or other losses resulting from such prohibited acts that are attributable to the Lessee Users, the Lessee Users shall indemnify the party that has suffered the loss(s).

3.5. The Lessee agrees not to travel with dangerous articles, which are prohibited or considered inappropriate by any applicable law, rule or regulation, such as firearms (even when in possession of a safe-conduct), bladed weapons, blunt weapons, etc. The Lessee shall be responsible for any consequences and liability resulting from carrying such items. The Lessee shall assume any consequences and liability resulting from carrying such items.

3.6. The Lessee User shall not behave in an uncivilized manner, nor contrary to morality or public order (including smoking, drinking alcohol, or other conduct) when using the Solution carried out by the Proposed Lessee User.

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

3.8 The Lessee acknowledges that, in the event that the *in trip recording* functionality (audio and/or video recordings) is made available on DiDi - Lessee User and the Lessee User enables the functionality

on his/her own, the Lessee User shall act autonomously as the data controller for the recordings and any personal information potentially collected through *in trip recording*.

3.9 The Lessee declares that he/she has been informed that the *in trip recording* functionality cannot be used or activated in the event that an unregistered passenger is present in the vehicle, and that it is the responsibility of the registered Lessee to verify the case before activating the functionality. The Lessee User will be responsible for the handling of the personal information of the non-registered passenger that may be potentially collected, exempting DiDi from any type of legal responsibility.

3.10 Should DiDi eventually gain access to the content of the recordings, such access or processing will be carried out as a processor on behalf of the User Lessee, in order to, among other things, protect the security of the users, share the information with the authorities or investigate possible violations of these Terms and Conditions, at the express request of the User Lessee or even a User Lessor.

3.11. User Lessees who use DiDi - User Lessee and DiDi's websites acknowledge and understand that DiDi - User Lessee relies on *big data* analysis.

3.12. By using DiDi - User Lessee, User Lessees agree that the Company may contact them by any means they have arranged directly or on behalf of any other person. The foregoing, in relation to the account of the Lessee User, for all purposes of treatment contemplated in the Privacy Notice, including commercial purposes, which must be accepted at the time of registration as a Lessee User.

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

3.14. User Lessees agree and acknowledge that there is no relationship of subordination or employment between DiDi or any of its affiliates and the Proposed User Lessor, or any person or entity that manages or is related to the activities of the Proposed User Lessor, derived from any of the activities performed by the Proposed User Lessor.

3.15. The Lessee User shall be solely responsible for all activities that occur on the Solution's account and agrees to maintain the security and confidentiality of the Lessee User's and the password to the Lessee User's account at all times.

3.16. The collection and use of personal information in relation to DiDi -User Lessee is described in DiDi -User Lessee's Privacy Notice, which is an integral part of these Terms and Conditions.

4. Obligations and Guarantees

4.1 The User Lessees guarantee that the information provided to DiDi shall be true, accurate and complete. In connection with the operation of DiDi - User Lessee and the provision of DiDi Services, DiDi reserves the right to verify the information provided by User Lessees.

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

4.3 By using DiDi - User Lessee, User Lessees agree to the following:

The Lessee Users will use DiDi Services or download DiDi - Lessee User for their personal use, freely and in compliance with the Emergency regulations, and will not resell or transfer the same to any third party;

Lessee Users will obtain permits and comply with applicable regulations, including those of the Emergency;

User Lessees shall not use the DiDi Services, the Solution, or DiDi -User Lessee, for any illegitimate purpose, including without limitation, the storage of illegal materials or for fraudulent purposes;

The Lessee Users shall not affect the normal operation of the network or technological infrastructure;

User Lessees shall not attempt to harm DiDi Services, the Solution, or DiDi -User Lessee;

Lessee Users shall provide the identification documentation reasonably requested by DiDi;

The Lessee User shall make all payments for the requested Solution;

The Lessee Users must put into practice the hygiene measures and recommendations, 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);

The Lessee Users must use DiDi's Solution and Services directly and may not transfer them or request them for third parties, for shipment of objects, or for purposes other than those regulated in these Terms and Conditions.

The following is a list of diseases or acts that are prohibited at the time of requesting or providing the Solution, as they could jeopardize the safety of the Lessee User and/or the Landlord User:

- Organic heart disease.
- Epilepsy.
- Maniere's syndrome.
- Vertigo.
- Hysteria.
- Parkinson's disease.
- Psychopathies.
- Dementia and diseases of the nervous system that affect the use of limbs.

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 a way that completely eliminates dependence and the effects of the use of such substances.

- Other diseases (including infectious diseases) that prevent driving with the dexterity and motor skills necessary to ensure safe execution of the Solution (such as some examples: tuberculosis, mumps, and other airborne or droplet-borne infectious diseases).
- Fever, Cough or shortness of breath.
- Any other conditions provided for in local laws and regulations.

4.4 In no event shall DiDi be liable for objects or goods found in the vehicle before, during or after the execution of the Solution by the Lessee, regardless of the owner of the objects or goods. This includes objects left voluntarily or involuntarily in the vehicle by the Authorized Lessee or any third party.

5. Payment

5.1 The payment of price/value/fees and/or fees for the use of the Solution in favor of the User Lessor is an obligation of the User Lessee. The charges for DiDi Services payable by the User Lessee are published on DiDi - User Lessee or the site corresponding to the present application and shall be those in effect on the date on which the Solution is used, or as updated on DiDi - User Lessee. These charges may be adjusted from time to time in accordance with real-time service requests. They will be charged at the time of requesting the Solution. Such mechanism works based on an algorithm that takes into account a base rate and other relevant aspects such as traffic, time of the Lessee User and distance. This suggested rate varies or will vary depending on the instructions given by the Lessee User to the Lessor User. DiDi's fees for Didi's Services shall be calculated on the amount of the Services including the aforementioned elements, tolls, booking fee, airport, payment processing, payment splitting, among others and as updated from time to time.

The Lessee is aware to use 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, Lessee's time and distance, and other relevant aspects. This suggested rate varies or will vary depending on the instructions given by the Lessee, 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 Lessee'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.

In order to calculate the revenue generated by the Lessee User using the application, according to the terms agreed with the Lessee 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 application.

DiDi will periodically issue coupons through DiDi. The use of these coupons will be treated as a reduction of the fees for the Solution.

5.2 After the requested Solution has been executed through DiDi - User Lessee, DiDi shall facilitate its payment as a collection agent on behalf of the User Lessor. Payment made by the Authorized User Lessee for such Services of the User Lessor shall be deemed to be payment made directly to the Proposed User Lessor for the Solution. Therefore, DiDi shall only act as a collection agent on behalf of the Proposed Lessor User. User Lessees acknowledge that a local entity in each jurisdiction may be delegated by DiDi to act as collection agent for the Proposed Lessor User.

5.3 The User Lessee shall pay the charge that is due to DiDi-User Lessee. If there are any overdue charges, the Company shall be entitled to refuse to provide DiDi Services to the User Lessee.

5.4 The Lessee User, as the case may be, may pay in DiDi-User Lessee through its electronic payment account and online banking payment systems. The processing of payments shall be subject to these Terms and Conditions and the terms and policies of the electronic payment service providers and credit/debit card issuing banks. DiDi shall not be liable for any errors made by electronic payment service providers or credit/debit card issuing banks. DiDi shall obtain the details of the specific transactions related to the use of the Vehicle by the Lessee User. DiDi will strictly comply with applicable laws and regulations and Company policies when using such information.

5.5 Once the Authorized Lessee User has made the corresponding payment, DiDi may issue a summary of the fees charged, as a proof of payment, which shall not be considered as an invoice for tax purposes.

5.6 All documents or invoices required by the Lessee Users in connection with the Solution shall be issued by the Proposed Lessor User or by any individual or entity administering the activities of the Proposed Lessor User, as required under applicable laws and regulations.

5.7 It is the sole responsibility of the Proposed Lessee User to deliver the documents, invoices and vouchers that may be required, in accordance with the applicable legislation and regulations. In this regard, the Lessee User shall be responsible for (i) requesting any and all documents or invoices that may be required, and (ii) sending all personal information required to fulfill these purposes.

5.8 Although DiDi may provide Lessee Users with the necessary information for the issuance of the required documents or invoices in accordance with applicable legislation, DiDi shall not be responsible for the issuance of any vouchers or invoices required by Lessee Users for the Solution, as DiDi does not provide such service, and shall not be liable for any error or failure in the delivery of such documents. DiDi shall in no way be liable for any error, inconsistency or malfunction of DiDi - User Lessee or relevant websites that may affect the issuance of such documents or invoices.

5.9 Lessee Users may manage their Vehicles and check the status of their order in DiDi - Lessee User.

5.10 The User Lessees shall verify, in each case, the amount it will actually pay for the order immediately after completing each order. If the User Lessees have any objection as to the amount of the payment, they shall contact DiDi immediately.

5.11 Telecommunication services and related charges incurred for the use of DiDi - Lessee User are provided by telecommunication operators and not by DiDi.

5.12. Payments through Financial Platforms

By using the option to make payments with financial platforms for the use of the Solution in favor of the Lessor User, the Lessee User accepts and agrees to the following terms and conditions.

Selection of Payments with Financial Platforms. The Lessee User has the option to select a financial platform as payment method for leases made through DiDi - Lessee User. This option may be selected at the time of requesting a lease.

5.12.2. Payment Procedure with Financial Platforms

At the end of the lease, DiDi -Usuario Arrendatario will show the amount to be paid. The Lessee User shall make a transfer for the exact amount indicated to the account of the financial platform provided by the Lessor User.

5.12.3. Payment Responsibility:

It is the responsibility of the Lessee User to ensure that it has sufficient balance in its account to make the lease payment. In case of insufficient funds, the Renter User may choose to top up his account or arrange with the Lessor User a place to withdraw cash in the amount sufficient for the payment of the trip.

5.12.4. Commissions and Fees:

The amount shown by DiDi -Tenant User at the end of the lease includes all applicable commissions and charges. The Tenant User is responsible for paying the full amount shown in the application. The Lessor User will not accept partial payments.

5.12.5. Discounts and Promotions:

If the Renter User has an applicable discount or promotion, it will be automatically applied and reflected in the final amount shown in the application. The Renter must pay only the final amount shown.

5.12.6. Disputes and Claims:

Any dispute or claim related to payments made through financial platforms must be addressed directly to the banking or financial entity, as the case may be. DiDi will not be responsible for resolving disputes or claims related to these payments.

5.12.7 Contact Information:

It is the responsibility of the Lessee User to provide valid contact information and to be available for any communication related to the lease or payment.

6. Indemnity

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

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

7. Local Regulatory Restrictions

DiDi does not insure or induce any person to access DiDi -User Lessee 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 -User Lessee 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 - User Lessee 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 Lessee's 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 reserves the right to limit access to DiDi -User Lessee. Any person accessing DiDi -User Lessee 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 Lessee 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 the availability of DiDi -Renting User is prohibited or subject to any restriction.

8. Absence of Warranties

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

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

9. Limitation of DiDi's Liability

9.1 Any information provided and services recommended to the Lessee User on the DiDi or DiDi - Lessee User websites are solely for the Lessee User's reference. DiDi shall 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.

9.2 DiDi shall not be liable for any damages whatsoever resulting from the use or any inability to use the DiDi or DiDi -User Lessee 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 -User Lessee websites, including, without limitation, damages caused by transmission failures, Internet malfunction or delay in electronic communications, interception or manipulation of electronic communications by a third party or computer

programs used for electronic communication and transmission of viruses, lack of power, 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; earthquakes, fires, floods, storms, explosions, wars; acts of government, orders of judicial or administrative authorities or any other cause of force majeure or omission of third parties.

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

9.4 DiDi assumes no responsibility for the accuracy, completeness, adequacy and reliability of the information and content included on DiDi -User Lessee or on DiDi's websites, including without limitation text, images, data, opinions, web pages or links, despite its efforts to provide accurate and comprehensive information to the extent possible. DiDi disclaims any liability for any errors or omissions and makes no express or implied warranties whatsoever.

9.5 The Lessee User understands and acknowledges that when requesting the Solution through DiDi -Lessee User, the Company processes a large amount of information on the internal server based on such request and provides information about available Lessee User Vehicles to the Lessee User's mobile device and vice versa, after which the Proposed Lessee User executes the Solution to the Lessee User offline.

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

9.7 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 these Terms and Conditions, nor does it imply that the nature or characteristics of DiDi's Services change.

10. Authorization and License

10.1. Subject to the Lessee User's compliance with these Terms and Conditions, DiDi grants the Lessee User a limited, non-exclusive and non-transferable license to download and install a copy of the application on a single mobile device that the Lessee User owns or controls to use such copy of the applications solely for the Lessee User's own personal use.

10.2. User Lessees may not: (1) grant licenses or sub-licenses, sell, resell, transmit, assign, distribute or otherwise commercially exploit or make DiDi -User Lessee or other DiDi Services available to third parties in any way; (2) modify or create derivative works based on DiDi -User Lessee, the Solution, or other DiDi Services; (3) create Internet "links" to DiDi -User Lessee 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 the applications or other DiDi Services in order to design or create a competing product or service, design or create a product using ideas or graphics similar to DiDi -User Lessee or other DiDi Services, or copy any ideas, features, functions or graphics of DiDi -User Lessee, 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 -User Lessee or other DiDi Services.

10.3 In addition, User Lessees shall not: (1) send spam or duplicative or unsolicited messages in violation of applicable laws; (2) send or store material that is infringing, obscene, threatening, defamatory or otherwise illegal or unlawful, including material that infringes the privacy rights of third parties; (3) send or store material that contains software viruses, worms, Trojan horses or other harmful or deleterious computer code, files, scripts, agents or programs; (4) interfere with or affect the integrity or operation of DiDi's websites, its applications or the Solution or data existing on occasion thereof; (5) send or store material that contains software viruses, worms, Trojan horses or other harmful or deleterious computer code, files, scripts, agents or programs; (4) interfere with or affect the integrity or operation of DiDi's websites, its applications or the Solution or the data existing on occasion thereof; nor (5) attempt to gain unauthorized access to DiDi's websites, its applications, services or related systems or networks.

10.4 DiDi shall be entitled to investigate and exercise all actions and rights granted to it by law and these Terms and Conditions in the event of any breach of the aforementioned obligations. DiDi may resort to administrative or judicial authorities to file claims against any Lessee User who has breached these Terms and Conditions. If DiDi determines that any content violates these Terms and Conditions or otherwise harms DiDi's Websites, DiDi - User Lessee and/or related services or applications, DiDi reserves the right to remove or prohibit access to such content at any time without prior notice.

11. Intellectual Property Policy

11.1 DiDi and its affiliated companies own the intellectual property rights to all content distributed on DiDi - User Lessee, 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 User Lessee shall respect the legitimate rights and interests of the owner and shall use such content lawfully in accordance with applicable laws and regulations and the principle of good faith.

11.2 Without the written consent of DiDi, no 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 DiDi -User Lessee's products or services, of the information or words mentioned above in any form under any circumstances, except for downloading or printing for personal non-commercial use, in the understanding that no modification shall be made to the above, and that the copyright or other ownership statement contained therein shall remain in full force and effect.

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

11.4 If User Lessees print, copy, download, modify or link to any of the Content available through the Websites or the Apps in breach of these Terms and Conditions, the right to use the Company's Websites and the Apps may be immediately suspended and User Lessees shall, at the Company's discretion, return or destroy any copies (electronic or otherwise) of the materials it has made or reproduced.

12. Third Party Services and Links

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

By clicking on such links, the Lessee User will leave the DiDi or DiDi - Lessee 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 Lessee User's use of Third Party Services. Therefore, DiDi does not endorse the content and activities of such websites and DiDi shall not assume any obligation or responsibility in this regard. The User Lessee shall fully understand the content and activities of such websites and shall assume full legal responsibility and risk arising from the User Lessee's browsing or accessing of such websites.

13. Term

13.1 These Terms and Conditions between the Lessee User and DiDi shall have an indefinite term, but determinable for the duration of the relationship between the Lessee User and DiDi.

13.2 In cases in which the Company determines or considers that the Lessee User 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 Lessee User, which will entail, among others, not accessing DiDi's Services. An Improper Act may result in the following measures:

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.

User Lessees shall have the right to terminate DiDi Services at any time by canceling their account at any time in accordance with the instructions posted on DiDi's websites or DiDi -User Lessee. After such

termination, User Lessees will not be able to use DiDi -User Lessee or DiDi Services until they successfully re-register and re-install DiDi -User Lessee.

13.3 Even if DiDi terminates these Terms and Conditions, the Lessee User shall comply with its payment obligations and shall be liable for any damages or losses that may arise from such non-compliance.

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

13.5 Except as required by applicable law or as set forth in these Terms and Conditions, DiDi shall not be 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.

14. Acts of God or Force Majeure

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

15. General Provisions

15.1 If any provision of the Terms and Conditions (or part of any provision) is held by any court or competent authority to be invalid, illegal or unenforceable, such provision or part provision shall, to the extent necessary, be deemed 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".

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

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

16. Applicable Law

16.1. These Terms and Conditions shall be governed by the applicable laws of Singapore, notwithstanding that the User Lessee by its activity must comply with other laws applicable to it.

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

16.3. Any dispute, claim or controversy arising out of or in connection with the breach, termination, interpretation, or validity of these Terms and Conditions or the use of the DiDi or DiDi -User Lessee 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 Lessee expressly and irrevocably waives submission of the dispute to courts or arbitral tribunals of any other jurisdiction.

17. Subsistence

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

18. Exhibits

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.