

BINBIN BH USER AGREEMENT

1. CONTRACTING PARTIES

This Agreement is concluded between the service provider BinBin BH d.o.o. with its registered office at Munira Gavrankapetanovića Street no. 16 ID number 4203023130001 and VAT number 203023130001 and the end user under the terms of this Agreement by the consent of the contracting parties.

In this Agreement, Binbin BH d.o.o. will be referred to as the “SERVICE PROVIDER”, the end user as the “USER”, and together as the “CONTRACTING PARTIES”.

2. SUBJECT AND SCOPE

This Agreement regulates the conditions related to the lease services (hereinafter "Services") offered through the BinBin BH mobile application and the rules of use of the application. If the USER does not accept the terms set forth in this Agreement, the USER will not be able to access and use the Services. In the event that the USER accesses the services through the application, it is assumed that all the terms of this Agreement that establish a contractual relationship between the USER and the SERVICE PROVIDER are accepted and approved. This Agreement supersedes previous agreements and arrangements between the CONTRACTING PARTIES. In chronological order, the last agreement approved by the USER cancels the previous agreement. This Agreement must be carefully read by the USER who in any way visits and/or uses the BinBin BH website or mobile application before using the mobile application. **READ THESE TERMS CAREFULLY BEFORE ACCESSING AND USING THE SERVICES.**

3. DEFINITIONS

The terms used herein will have the following meanings:

3.1 Vehicles: Refers to an electric scooter/e-scooter vehicle previously put in circulation by BinBin BH and put into service provided that the conditions set out in this Agreement are met.

3.2 Fee: Excluding other fees (compensation for distance, compensation for damages, penalties, etc.) determined according to the period of use by the USER, refers to the fee that the USER will pay for a maximum of 24 (twenty-four) hours of use.

3.3 Services: The services offered by BinBin BH include;

(i) BinBin-Electric Scooter mobile application and associated website, (ii) BinBin-Electric scooter, (iii) All other related equipment, personnel, services, applications, websites and all information created or offered by BinBin BH.

3.4 Rules: Contains all rules contained in this Agreement regarding the use of services by the USER or published on the BinBin BH website or other parts of the mobile application.

3.5 User: Refers to the end user who wishes to use the BinBin BH mobile application to use the services offered by BinBin BH.

3.6 Personal Data/Confidential Data: Data required to identify users of all types including name, gender, address, telephone number, user email address and all other data.

4. RENTAL AND USE OF VEHICLES

4.1 Under this Agreement, in order to be able to use the Service; you must register and use an active USER service account ("Account"). You must be at least 18 (eighteen years old) to have an account and be able to use the service. For persons under 18 (eighteen) years of age, the use of BinBin BH vehicles is not possible under any circumstances, even if he/she has the consent of parents/legal guardians. Identity and age verification may be requested in order to access and use the Services. The USER accepts that, if he/she refuses to show proof of identity, access to and use of the Services may be blocked. In addition, if BinBin BH in any way discovers that the USER has logged in to the system by incorrectly entering the user's identity data, the USER's access will be blocked and the USER Account will be removed, and the provision of Article 18 of this Agreement shall apply.

4.2 You must provide BinBin BH with at least one valid payment method (credit card or other accepted payment method) when creating a USER account, with personal information such as name/last name, current address, telephone number and age. The USER accepts, declares and undertakes that all data stated on his account are accurate, complete, true and up to date. The USER agrees that access to and use of the Services will be blocked if he enters an unacceptable or expired payment instrument or provides inaccurate, incomplete and outdated information. If the USER is associated with fraudulent activities, the SERVICE PROVIDER reserves the right to take legal action, as well as to claim damages from the User.

4.3 The USER can access the vehicle located near its location via the mobile application "BinBin BH". To start using it, you need to read the barcode (QR code) on the mobile application. After completing the trip, the USER undertakes to lock the Vehicle via the mobile application and end his trip by photographing the Vehicle and uploading the photo to the system, and will not go beyond the boundary lines shown in the BinBin BH application. BinBin BH provides services if Vehicles are available and does not guarantee the availability of any Vehicles at any time. In order for the USERS to benefit from the service, the USER agrees and undertakes to deliver the Vehicle on time and properly.

4.4 The USER accepts that he/she is solely responsible for accessing the data network for the use of the Services. The USER is aware of and accepts that, if he/she accesses or uses the Services from a device with wireless internet access, the data of the mobile network will be used. The USER accepts that he is responsible for the software and/or updates required to use the Services offered in the BinBin BH mobile application. BinBin BH does not warrants that the Services and any part of the Services will work with any specific software and/or device. The USER is aware that there may be malfunctions and/or delays in the Services due to the use of the Internet and electronic communication, and accepts this position from the beginning.

4.5 USER is the only user. BinBin BH and the USER are the only parties to this Agreement. The USER is the individual user and is solely responsible for all terms and conditions set forth herein. When the USER activates a vehicle in his region, he/she accepts and undertakes to use only this vehicle. The USER accepts, declares and undertakes that under no circumstances will he hand over the possession, i.e. make available the vehicle that he has activated for use to the third parties. The USER and the third party are jointly and severally liable for the damage to the vehicle that the USER has made available to third parties and for any other damage resulting therefrom.

4.6 The USER hereby declares that he has the necessary abilities to use the Vehicle. The USER accepts and undertakes to be familiar with the use of the Vehicle and to be physically and mentally fit to use the Vehicle. By agreeing to use the Vehicle, the USER irrevocably accepts all responsibilities and risks that may arise from personal injury, material and non-material damage to third parties, death or damage to property. The USER is solely responsible for determining whether adverse weather conditions such as rain, fog, snow, hail, ice, temperature changes or lightning affect the use of the Vehicle. The USER is obliged to adjust his driving habits and braking distance to other factors such as weather, visibility, environmental factors and traffic conditions while driving. The SERVICE PROVIDER shall not be liable under any circumstances for damages incurred while driving the vehicle to the USER or third parties.

4.7 While the USER is using the Services; will respect the environment, third parties and other living beings, will comply with traffic rules prescribed by applicable laws for electric scooters in matters related to driving (driving rules, parking rules, etc.). He/she accepts, declares and undertakes to abide by these rules and that he/she is solely responsible for any damage that may occur due to his/her violation of these rules. In addition, the User agrees and undertakes to comply with the rules that must be followed by all road users, including drivers of electric scooters in terms of the LAW ON THE ROAD SAFETY IN BOSNIA AND HERZEGOVINA as well as all other laws and bylaws.

4.8. THE USER ESPECIALLY MUST NOT

- 1) ride on the sidewalk if there is a separate bicycle route or bicycle lane,
- 2) drive on highways, regional roads and highways with a maximum speed limit of 50 km/h,
- 3) drive parallel to other vehicles in one lane on the road,
- 4) Drive on pedestrian roads,
- 5) Drive attached to another vehicle, attaching,
- 6) Drive acrobatic movements, except for performances with permission,
- 7) Drive with one hand, except when a maneuver signal is given,
- 8) park in a manner that violates public order, private property and prevents safe and independent movement, traffic of vehicles and pedestrians, the disabled or persons with reduced mobility,
- 9) when monitoring other vehicles, passing, maneuvering, behave in a way that interferes and hinders the movement of traffic participants,
- 2) transport persons other than the driver,

3) transport cargo and passengers other than personal belongings that can be carried on the back,

4.9. The USER undertakes to use the Services only for lawful purposes. Otherwise, it will be held liable for any damage that may occur, and in the event that the Services are used for illegal activities, Article 18 of this Agreement shall apply. Also, the USER can never be a BinBin BH user again.

4.10. The USER accepts and knows that Vehicles are not available 24 hours a day, 7 days a week and 365 days a year. Vehicles must be rented within the maximum rental period listed below. The total number of vehicles is limited and BinBin BH never guarantees the availability of vehicles.

4.11 The USER accepts to use the vehicle only within the area defined by BinBin BH and whose boundaries will be displayed in the mobile application. It is forbidden to take vehicles outside the limits set in the mobile application. In the event that these vehicles are withdrawn from the regions intended for use by the USER, BinBin BH will disable access to the vehicle. At the same time, you accept that the USER who violates this obligation will accept that penalty in accordance with Article 20 of this Agreement.

4.12 The USER must comply with the rules regarding the use and operation of the Vehicle. User; in accordance with the relevant legislation, taking into account the specifics of the Vehicle, is obliged and responsible to use the necessary equipment for safe driving, including but not limited to protective cap (helmet), goggles to protect eyes from external influences or visual disturbances, reflective clothing for night driving.

4.13 In addition to the above rules, the USER undertakes to comply with the following rules for safe driving:

- (i) It is prohibited to use the vehicle in speed racing, motor sports and similar activities.
- (ii) It is forbidden to enter public transport by vehicle.
- (iii) It is forbidden to transport a vehicle in private vehicles.
- (iv) It is forbidden to use a mobile phone, tablet, portable music player/device or any other device or thing that interferes with the USER while driving.
- (v) The USER accepts and undertakes not to use the vehicle while under the influence of alcohol, medication, narcotics or any substance that may interfere with or stop the ability to drive safely.
- (vi) The USER may not transport another person or children on the Vehicle or drive with two or more persons.
- (vii) At the end of the journey, the Vehicle must be locked. In case the USER does not lock the vehicle, the trip will continue and the travel fee will continue to be charged by the USER. The USER is solely responsible for situations of disturbance of public order that may occur due to an unlocked vehicle and for the damage suffered by BinBin BH.

(viii) In case the USER cannot lock the Vehicle due to the locking mechanism, he must immediately and directly contact BinBin BH. The USER is obliged to protect the Vehicle during this period.

(ix) The USER shall only use the locking mechanisms provided by BinBin BH, and shall not lock the Vehicle in any other way or with another lock. Except in a state of emergency, locking the Vehicle in any way other than the specified method or with another lock is the same as leaving the vehicle unlocked, and the USER will be liable for any damage caused by the violation.

(x) When the trip is completed, the USER agrees, declares and undertakes to park his BinBin BH vehicle in a publicly visible place in accordance with traffic rules.

(xi) The vehicle must be parked in the places specified in Article 4.10. The vehicle must not be parked on private property without special permission, in a locked/closed area or any other private area. In addition, the vehicle must not be parked in an area with heavy traffic where there is a risk of tipping over. The vehicle cannot be parked in a non-public area. The vehicle must be parked in a visible way in a public area. The USER accepts and undertakes to be aware of all these situations and limitations, is aware of them and will act in accordance with the needed.

(xii) If the vehicle is parked in an unauthorized private property, in any non-public area or in any area that will prevent other USERS from accessing the vehicle in violation of established rules, the USER shall be liable for any damage that may occur.

(xiii) The USER agrees not to use the vehicle for racing, mountain riding, acrobatic or other special rides or other inappropriate rides. The USER agrees not to use the vehicle on unpaved roads, water areas (in a way that prevents driving) or any prohibited, illegal or area where driving is not allowed. The USER agrees and undertakes not to use the vehicle for the purpose of allocation or lease, in violation of any law, rule or regulation.

(xiv) The total load capacity of the vehicle is a maximum of 100 kg. During the use of the vehicle, the USER can carry a total of 100 kg including his own weight.

(xv) BinBin - Electric Scooter is an electric vehicle whose battery must be recharged periodically to operate. The USER accepts and undertakes that the vehicle is an electric vehicle and that he will use the vehicle in a safe and prudent manner in the light of all restrictions and requirements relating to him.

(xvi) The vehicle battery level will decrease with use (also in accordance with the road and weather conditions), and as the vehicle's charging power decreases, vehicle speed and other optional features may also decrease (or decrease completely).

(xvii) When the Vehicle starts renting or during the operating process, BinBin BH does not guarantee the charge level of the Vehicle rented by the USER and the charge level of the Vehicle may change during each lease.

(xviii) BinBin BH does not guarantee the rate of loss of battery level while using the vehicle. The rate of loss of power/battery level may vary depending on road conditions, weather and other factors and/or things. The USER is obliged to check the battery level on the vehicle and ensure that the battery level is sufficient to drive the vehicle.

(xix) BinBin BH can never guarantee the distance and/or time that the USER can use before the vehicle loses charging power. Including before reaching the desired destination of the USER, the vehicle may cease to operate at any time during the rental. BinBin BH has no liability. If the Vehicle is emptied during the rental, the USER may conclude the ride in accordance with all the terms of this Agreement. The fee is calculated in accordance with the Rules according to the period for which the Vehicle was used. The USER is prohibited from charging the Vehicle in any way.

(xx) The USER is obliged to immediately report any accident, collision, damage, personal injury, death, stolen or lost vehicle to BinBin BH and the competent authorities. Including, but not limited to, errors in use, the USER is liable for all types of civil and criminal liability and other costs, damages and losses, injuries and/or death, claims, costs and expenses, fines, attorneys' fees and litigation costs related to stolen vehicle and accepts that they are borne by him/her.

(xxi) In order for other USERS to benefit from the service, the USER accepts and undertakes to deliver the Vehicle on time, as received, in full and in good condition.

5. FEES AND PAYMENTS

5.1 Fees and tariffs of transport prices are subject to change depending on the location of the USER during use and in cases where there is excessive demand for vehicles by the USER; The fee determined in this way is displayed to the USER in the mobile application before starting to use the vehicle. The billing process begins when the USER reads the bar code (QR code) on the mobile application to the system and continues until the trip is completed and the photo is transferred to the mobile application. In cases where the USER completes his trip without uploading a photo, the usage fee will continue to be charged.

5.2 The USER may use the vehicle for a fee per ride or within the prices specified in the mobile application. In all cases, BinBin BH may charge costs and other fees, and costs and fees are subject to applicable taxes and other legal obligations. BinBin BH charges fees from the USER (by credit card, prepaid card or any other accepted method of payment) as defined in this Agreement. The USER is responsible for all expenses related to travel and reservations, damages, repair costs, operating costs and penalty clauses called "Penalties" prescribed by Article 20 of this Agreement. BinBin BH may collect penalty clauses directly without prior notice if BinBin BH detects a breach regarding any payment method added to the mobile application.

5.3 In its sole discretion, promotional codes ("Promotional Codes") may be created which may replace discounts, other features or privileges related to the Services and which are subject to additional provisions set by BinBin BH individually for each of them. Promotional codes are one-time offers and can only be used via the mobile application. Promotional codes: (i) must be used in accordance with all laws for their intended purpose, (ii) may not be copied, sold, transmitted, made available to the public in any way, unless expressly stated by BinBin BH,

(iii) may be cancelled by BinBin BH at any time without any liability of BinBin. (iv) may be used in accordance with the special terms and conditions set by BinBin BH for each promotional code, (v) may not be used as cash, (vi) may expire before your use, (vii) may not be converted into cash. BinBin BH reserves the right to update or cancel promotional codes. Promotional codes are limited to one USER and one account and cannot be combined with other offers.

5.4 The maximum rental period for a trip is 24 hours. The USER accepts, declares and undertakes to lock the Vehicle via the mobile application within the 24-hour rental process and end his journey by photographing the Vehicle and uploading the photograph to the system/application. The USER may later rent the Vehicle again. The USER is solely responsible for being aware of time delays that may occur during the vehicle locking process. Accumulated BinBin BH rental fees will be charged to the USER when the vehicle is returned. Vehicles that are not returned within 48 hours (locked and completed ride) will be considered lost or stolen, and the USER will be charged BAM 1450.00, or the entire amount of the scooter, about which the competent authorities will be notified. BinBin BH may also charge BAM 250.00 as a service fee for rentals exceeding 24 hours and not classified as stolen or lost.

5.5 The USER who has applied to use the Services must provide information on a valid credit card or prepaid card or other payment instrument approved by BinBin BH ("Payment Instrument") with an expiration date. The User accepts, declares and undertakes that any credit, debit or prepaid card notified to BinBin BH will be used by BinBin and/or institution/bank for payment of the electronic money with which BinBin BH has a contract, limited only for the purpose of payment. The USER authorizes BinBin BH to collect all fees he/she creates from the Paying Agent. BinBin BH may charge all fees and penalties. Fees and charges are subject to applicable taxes and other payment obligations. If due to problems or lack of funds it is not possible to make payments by credit cards or prepaid cards, payment will be requested from the USER by uploading to the card or by introducing another card with a limit in the system. BinBin BH reserves the right to take legal action if the USER refuses to pay.

5.6. If the USER does not settle his debts from this Agreement on time or does not make the payment from the Payment Instruments he submitted, for each late month interest is calculated in accordance with the Law on Default Interest Rate of FBiH.

5.7 If the USER objects to the fee charged by the Payment Instrument, he must notify BinBin BH in writing within 10 days before the end of that month and provide BinBin BH with all relevant information, such as the ride date and approximate start and end time of the ride. BinBin BH considers objections submitted within the deadline, taking into account business books and records, technical records and records from the BinBin BH camera. If the USER's complaint is justified, within seven (7) days from the determination of correctness, the incorrectly charged service fee will be returned to the USER's account. The USER declares and undertakes to know that he cannot collect any fees, interest and other requests from BinBin BH due to late return and agrees to the same.

5.8 The USER agrees and undertakes to immediately and in writing notify BinBin BH of any changes regarding Paid Instruments and possible card thefts. In case of theft or loss of the USER's smartphone, the request to remove the Account in the system should be immediately sent to BinBin BH and written. BinBin BH is not liable for any direct or indirect damages resulting from late notification of the USER, card theft or, accordingly, use of the application by third parties.

6. OWNERSHIP RIGHT

6.1 The USER agrees that the vehicle and all BinBin BH equipment listed here are always privately owned by BinBin BH. Vehicles may not be confiscated, retained or confiscated due to debts of the USER or third parties.

6.2 The USER confirms that he knows that there is a geographical location identification, in particular a vehicle tracking system.

6.3 The USER must not disassemble, damage, write or modify, repair or destroy the Vehicle, any part of the Vehicle or any BinBin BH equipment. Vehicle stickers must not be scratched, peeled, altered or torn. Your use of the Services does not entitle you to use BinBin BH's trade names, trademarks, logos, product names and services for advertising, promotional or reference purposes without BinBin BH's prior written permission. The USER is solely responsible for all damages resulting from his/her violation of these rules, and BinBin BH will unilaterally terminate this Agreement between the USER and BinBin BH. Termination of this Agreement cannot be construed as a waiver of BinBin BH's right to compensation. In addition, it is not possible for the USER to be a user of the BinBin BH mobile application again. However, the USER is not responsible for the usual depreciation and corrosion caused by the use of the Vehicle.

6.4 It is strictly forbidden to:

- (i) Remove, destroy copyrights, trademarks or other proprietary notices from any part of the Services and similar items;
- (ii) Reproduction, modification or preparation of derivative works related to the Services, distribution, licensing, leasing, sale, resale, transfer, disclosure, expropriation, transfer, publication or misuse of the Services in other ways, unless expressly permitted by BinBin BH, and similar things;
- (iii) It is strictly forbidden to disassemble the scooter, open the motor or battery, reverse engineer or detach the scooter parts, or any similar operation for any purpose.
- (iv) Coordinating, transferring or framing any part of the Services and similar items;
- (v) Launch or use any program or code that overloads or blocks the operation or functionality of the Services for the purpose of digging, indexing, researching or other data mining operations, or for the similar activities;
- (vi) Attempting to access or obstructing unauthorized access to the Services, connected systems or networks, or the similar activities.

7. ADDITIONAL TERMS OF USE

7.1 Security control

7.1.1. Before each use of the vehicle, the user must ensure the basic safety controls considered in this article: (I) the durability of the tires; (II) safe operation of all brakes and lights; and (III) the appropriate load carrying capacity of the scooter; (IV) sufficient battery level and (V) any signs of damage, unusual or excessive depreciation or other mechanical problems that can be clearly seen.

7.1.2 The USER agrees not to use the vehicle in the event of any conspicuous situation indicating that the vehicle is defective and will immediately report the situation to the BinBin BH Customer Service.

7.1.3 If the USER starts using a vehicle that is not suitable for use, he has the right to return it free of charge within 2 minutes. In that case, he can rent another vehicle from the system for free. If there is no other vehicle near the USER or suitable for use, the USER cannot be charged. However, if the vehicle is used despite being defective and/or the situation is not reported, the USER cannot subsequently request a refund. The USER who receives the damaged Vehicle and does not notify BinBin BH immediately in writing of this situation, is solely responsible for any damage that may occur if an accident occurs during this trip.

7.2 The vehicle is considered lost or stolen in the following cases: (i) if it is not returned within 24 consecutive hours, (ii) if the GPS unit is disabled, (iii) if it is parked on a private property, locked area or any which public area without permission more than 10 minutes after the end of the trip, (iv) is not authorized in the absence of any third party or any other user trip if relocated or (V) if BinBin BH deems that a situation has occurred that the vehicle was stolen

Unless reasonable reasons are given, the USER accepts that responsibility for lost or stolen vehicles belongs to the final USER who completed the journey in that Vehicle. If BinBin BH assumes that the vehicle has been stolen or lost, it may take any action (with the knowledge of the end user of the vehicle or unless otherwise stated), including but not limited to return and other appropriate compensation and notification to the competent authorities.

The USER agrees to inform BinBin BH that the Vehicle was lost or stolen as soon as possible, i.e. immediately upon learning of the circumstances of the vehicle's disappearance. The parties agree that the information in the BinBin BH database will be binding and solid evidence in a possible dispute in accordance with the Law on Civil Procedure.

7.3 Driving safety

7.3.1 In accordance with the relevant laws and characteristics of the vehicle, the use of a protective cap (helmet), sunglasses to protect the eyes that will not interfere with vision or protection from external influences, reflective nightwear, and other necessary equipment for safe driving completely is the responsibility of the user.

7.3.2 BinBin BH recommends that all USERS use a protective helmet approved by Snell, CPSC, ANSI or ASTM that is appropriate for their body size and conforms to Snell, CPSC, ANSI or ASTM approval as recommended by the manufacturer.

7.3.3 The USER agrees that no third party is responsible for any injury or death caused by the use of the Services, regardless of whether he/she wears a helmet at the time of the incident or not. The USER assumes all risks of not wearing a protective helmet or protective equipment. The USER is obliged to comply with additional security measures or warnings that are not explicitly stated in this Agreement.

7.4 Vehicle route

The USER agrees that BinBin BH does not provide a route or area for the use of the Vehicle, and BinBin BH never guarantees the safety of the area where the trip takes place. The user is aware that roads, sidewalks, pavements and roads for vehicles can be dangerous to travel due to weather, traffic or other risks.

7.5 Restrictions on Service and Use

7.5.1 The USER agrees that BinBin BH is no carrier. Alternative private and public transport options, including public transport, taxis and footpaths, were presented to the public and the USER. BinBin BH offers Vehicles only as an alternative, and this service is intended for use only by persons who can use the vehicle independently and who have accepted all the terms and conditions of this Agreement.

7.5.2 BinBin BH makes every effort to ensure that the Services are available 365 days a year, but BinBin BH does not guarantee that these Services will always be available in case of force majeure, unforeseen events or other circumstances. Access to the Services also depends on the availability of the Vehicle. BinBin BH does not guarantee that the Services and Vehicles will be available at any time. The USER agrees that BinBin BH may withdraw the vehicle at any time.

8. RESTRICTIONS

In its sole discretion, BinBin BH may limit or completely prevent USER use of the Services or terminate its rental activities of electric scooters, without giving a reason at any time and without the consent of the USER. In addition, when the use of electric scooters is prohibited or suspended in accordance with the decisions of state institutions and organizations under the relevant regulations, USERS accept and undertake that the use of vehicles is not possible and will abide by decisions of state institutions and organizations and authorities.

9. PROTECTION OF PERSONAL DATA

9.1 BinBin BH agrees to protect the confidential information of the USER by taking measures to protect and preserve its own confidentiality, at a reasonable level, and to limit it to authorized employees (including its own employees) who absolutely need to know the information.

BinBin BH processes the personal data of the USER in accordance with the Law on Personal Data Protection of BiH, and information related to the processing of personal data to users is presented in the text of the Clarification.

9.2 The USER accepts and declares that he has read and approved the Clarification Text attached to this Agreement.

10. DISCLAIMER AND LIMITATION OF LIABILITY

The USER AGREES THAT ALL RISKS ARISING FROM HIS/HER USE OF THE SERVICES WILL BE HIS/HER TO THE MAXIMUM RATIO OF PERMITTED BY APPLICABLE LAW.

No indirect, incidental, special, misdemeanor, criminal or similar consequences, including loss of profit, loss of data, personal injury and/or death and material and non-material damage resulting from the use of the service may be prescribed to BinBin BH, even if BinBin BH warned of any damage that could occur. If BinBin BH warns of the possibility of any damage or harmful consequences, it cannot be held responsible for any damage, harmful consequences, liability or loss arising from the following: (i) USER use of the Services, their relationship with the Services or access to or use of the Services. (ii) BinBin BH is not responsible for performance delays or malfunctions caused by causes beyond the reasonable control of BinBin BH.

The USER is personally and fully responsible for the safe movement of the Vehicle. The USER accepts and is aware of the fact that even if the Vehicle is recently put into service or electric scooters are put into use as new, it can break down and these defects can cause accident, damage, injury, death due to accident.

To the extent permitted by law and subject to the use of any service, vehicle or related equipment by the USER, BinBin BH; does not provide any warranty of any kind, including express or implied warranties. All services, Vehicles and associated equipment are provided "as is" and "as available" and reliance on them is at the discretion of the USER. The USER declares that by using any Service he knows that it is unpredictable that the Vehicle and its associated equipment carry visible and invisible risks and dangers such as injury, death of the USER and material damage.

11. FORCE MAJEURE

11.1 The term force majeure means natural disasters, riots, wars, strikes, attacks on the application, website, system despite BinBin BH taking the necessary information security measures, but not limited to those that develop outside the reasonable control of BinBin BH and which will be interpreted as unavoidable events that cannot be prevented or remedied despite having shown due care.

11.2 In all cases deemed to be force majeure, the Parties shall not be liable for the late or incomplete performance or non-performance of any of their obligations under this Agreement.

12. SETTLEMENT OF DISPUTES

In the event of a dispute arising in connection with this AGREEMENT and the use of the services covered by this Agreement, the competent shall be the Municipal court in Sarajevo.

13. EVIDENCE OF DATA

In the event of any disputes arising from this Agreement, the Parties agree that BinBin BH's commercial books and records, computer records and data, electronic and system records stored in its database and servers, commercial messages, correspondence applications for instant messages, e-mails, social networks, correspondence are evidence in possible proceedings.

14. DISCLAIMER AND DIVISIBILITY

Failure of a party to exercise or implement any right granted to it in the Agreement shall not constitute a waiver of such right nor shall it prevent the further exercise or implementation of that right. The invalidity, illegality and unenforceability of any provision of this Agreement shall not affect the validity and enforceability of any other provision of this Agreement.

15. TRANSFER OF AUTHORIZATION

The USER may not transfer or assign its rights and obligations under this Agreement, in part and/or in full, to third parties without the written consent of BinBin BH.

16. SUBSEQUENT AMENDMENTS TO THE AGREEMENT

This Agreement covers the entire provision and agreement between the Parties regarding the services to be provided and the work to be performed by BinBin BH, and supersedes and repeals all previous agreements between the Parties regarding the aforementioned service. Without seeking the consent of the USER, BinBin BH may unilaterally, in its sole discretion, amend, supplement or improve this Agreement at any time. Use of the Services following any regulations and changes made to this Agreement means that the USER has accepted these changes and regulations so that he/she is responsible for those changes. The USER should read this Agreement regularly to be informed of changes and regulations. If any changes are made to this Agreement, BinBin BH will publish the statement both on the website and on the mobile application. The fees and penalties set out on the Website and the Mobile Application shall void all fees and penalties set forth in this Agreement.

17. INTERPRETATION OF THE CONTRACT

The titles of the articles in this Agreement do not affect the interpretation of the Agreement. The word "or" means nothing but its own meaning. The word "including" means "including but not limited to". Unless the context requires otherwise, each word in the singular or plural states a number in the singular or plural. All pronouns include the pronoun forms masculine, feminine, and genderless.

18. TERMINATION

The Parties may terminate this Agreement at any time without notice and by unilateral declaration of intent. In the event of termination of this Agreement, this situation does not affect the mutual claims of the Parties. In the event that the USER terminates this Agreement, he/she must immediately stop using the Services offered by BinBin BH. However, USER; accepts that BinBin BH will charge fees and costs for its use until the termination of this Agreement and that it is responsible for other losses and damages listed above.

19. CANCELLATION AND REFUND

The USER should immediately report technical problems that have occurred/ will/may occurred during the use of the vehicle (eg. electronic manual locks cannot be unlocked, the vehicle starts driving in the application, but turns off after unlocking) to BinBin BH via support@binbinscooters.com addresses. The request and notification of the problem sent by the USER BinBin BH will be finalized within 2 working days; if the problem requires a technical inspection, it will be completed within 7 working days. As a result of the insight into this notice by BinBin BH, if it is determined that the technical error was caused only by the vehicle, the necessary actions are taken to cancel the payment by the USER or return it in full/in part to the USER within 14 days from the notice. The refund process is enabled under the same conditions as the method of payment and payment instrument chosen by the USER at the time of payment, and is carried out within 2-15 days for credit cards and 10-24 days for debit cards, depending on bank regulations or deadline repayment processing arising from the contract with the USER. But if the USER has approved the BinBin WALLET - Individual contract with the end user, refunds will first be made in BAM (convertible marks) as a gift to the USER's Wallet account. If the USER wishes to request otherwise, he is obliged to call the BinBin Call Center or send an e-mail to BinBin BH via support@binbinscooters.com, the refund will be made to the appropriate bank account in accordance with the above procedure.

20. PENALTIES

If the USER violates the rules and provisions set out in this Agreement and/or transmitted via the mobile application, BinBin BH will charge the following amounts of penalties from the USER. The User accepts, declares and undertakes to understand the situation, will act in accordance with the provisions and legal conditions of the Agreement; otherwise BinBin BH will charge the amount of the penalty clauses below from the Payment Instruments.

If they cannot be collected, he/she will pay this amount at the first request of BinBin BH; otherwise accepts, declares and undertakes to know that in addition to the right to compensation for damages caused by breach of contract by BinBin BH, the amount of the agreed penalty will be claimed.

- (i) Damage caused by the USER; The price of the repair will be determined up to BAM 1000.00
- (ii) Stolen goods and/or loss of the Vehicle; The price of the scooter is BAM 2000,00
- (iii) More than one person using a vehicle BAM 50,00
- (iv) Improper parking BAM 20.00
- (v) Parking on roads or paths for persons with disabilities BAM 40,00
- (vi) Use and leaving BinBin BH vehicles outside a certain area BAM 100,00
- (vii) Parking of vehicles on non-public or private property BAM 50,00
- (viii) Entry into public transport vehicles with electric vehicle BAM 30,00
- (ix) Transport of vehicles by private vehicle BAM 100,00
- (x) Use of BinBin BH by someone other than the account holder or transfer of incomplete, inaccurate and untrue information about the USER account BAM 50,00
- (xi) In case the vehicle is lost in any way (fall into the river, etc.); the price of the scooter is BAM 2000,00
- (xii) Exceeding the maximum lease period of BAM 250.00
- (xiii) Uncoordinated taking of a photo of the end of the ride three times in a row amounts to BAM 10.00

The collection of penalties regulated by this Article shall not prevent BinBin BH from claiming additional operating costs and damages in excess of the penalty, and BinBin BH reserves all legal and criminal rights and claims that may result from a breach of this Agreement and/or the law. If you think a misdiagnosis has occurred, send an email to destek@binbinscooters.com with a reasoned and explanatory text.

21. CORRESPONDENCE ADDRESS

BinBin BH may make a notice as a general notice through the Services, by sending an email to your email address, via a mobile application or in writing to the address specified in your Account. Unless the parties notify the other party in writing of changes in their current e-mails within 3 (three) days, they accept that requests sent to old e-mails will be valid and will be deemed to have been sent to them. You can reach BinBin BH by sending an email to support@binbinscooters.com.

22. USER'S STATEMENT OF ACCEPTANCE

User; declares, accepts and undertakes to have read, understood and accepted all articles, terms and conditions of this Agreement and to approve the accuracy of the information provided about itself and to be fully aware of the legal and binding effects of the Agreement. The USER accepts that his legal rights and remedies are limited within the Disclaimer and Limitation of Liability. The USER declares and undertakes to be familiar with the use of the Vehicle and to

be reasonably competent and physically and/or mentally fit to use the Vehicle. User; confirms and accepts that he is 18 years of age or older, that he will take the safety measures prescribed by the rules, that he will not enter the vehicle with another passenger, respect all traffic rules and use the vehicle accepting all risks. User; by approving this Agreement, irrevocably accepts, declares and undertakes to read, understand and accept the terms and conditions set out in this Agreement and access and use of the Services.

23. ENTRY INTO FORCE

The USER has electronically accepted all the terms and conditions of this Agreement and will enter into force from the moment the USER completes the registration forum.

BinBin BH will publish the current terms under the same link with the current date in the event of any change to this Agreement. The updated valid Agreement will be valid and effective from the moment of publication, and all existing or new USERS are subject to the terms and conditions of this updated Agreement. Your continued access to or use of the Services following such notice constitutes your consent to be bound by the changed terms.

I certify that this translation fully corresponds to the original document, which was compiled in the Bosnian language.

No. 66/22, May 27, 2022
Visoko, Bosnia and Herzegovina

Nikolić Igor
Official court interpreter/translator for
the English language