

Terms of Use

1. Terms used in regulations

- 1.1. Discount code — a discount code that allows the Renter to reduce cost of Services. Renter is eligible to apply additional regulations to Discount codes for the usage of said Discount codes.
- 1.2. Regulations — these regulations.
- 1.3. FIQSY App — mobile application, which is available on App Store and Google Play Store, that is owned by the Lessor.
- 1.4. Lessor — SIA "Fitsypro", reg. Nr. 40203120888, juridical address: Alberta iela 1 – 17, Riga, LV – 1010.
- 1.5. Account — user account on the FIQSY App that grants the Renter access to Services and includes the information about Renter's actions done on the FIQSY App.
- 1.6. Contract — agreement made between Renter and Lessor.
- 1.7. Renter — user of the mobile FIQSY App who has registered as FIQSY App user and uses the Services.
- 1.8. Services — FIQSY App, Electric scooter rental and other Related services that are specified on the FIQSY App and, separated or together with the Electric scooter rental services, are available to Renter through the FIQSY App.
- 1.9. Confidentiality politics — Confidentiality politics that are displayed on the FIQSY App.
- 1.10. Related services — services that apply to Electric scooters, their charging, maintenance, display and other similar services available using the FIQSY App.
- 1.11. Electric scooter — electric scooter that is owned by the Lessor and is being rented by Renter, and which has a FIQSY sign of recognition.
- 1.12. Electric scooter rental services — Lessor's Electric scooter assignation to the Renter in return for requital according to the FIQSY App, Regulations and Confidentiality politics.
- 1.13. Territory — area marked on the FIQSY App.

2. General regulations

- 2.1. Regulations are binding to all Renters the moment a Renter, using the FIQSY App, has made an Account.
- 2.2. Regulations are available to Renter on FIQSY App before and after the creation of an Account as well as during the usage of said Account. Each time Renter wishes to start the usage of Electric scooters through FIQSY App, the Regulations are available to Renter on the FIQSY App. Renter agrees to follow the Regulations the moment Renter starts using an Electric scooter.
- 2.3. In order to improve Services, Lessor is eligible to unilaterally make changes to Regulations. Regulations are binding to all Renters the moment of their publication on FIQSY App.

3. Renter's registration on the FIQSY App

- 3.1. Renter is able to register an Account of the FIQSY App by downloading it on App Store or Google Play Store and executing all registration steps shown on FIQSY App.

3.2. Lessor confirms Renter's registration on FIQSY App by sending an access code to the Renter's indicated mobile number on the FIQSY App. Renter's Account is considered as active when Renter has entered the access code given to Renter on the FIQSY App.

3.3. With registering for the first time, giving Renter's mobile number and entering the Lessor's sent access code, it is considered that Renter agrees on Renter's freely expressed, unambiguous and direct willingness as well as agrees to follow all Regulations displayed on the FIQSY App. Regulations are considered to be binding to all following Renter's actions made after the approval of Regulations on FIQSY App which include transactions, approvals, downloading of photographs and other relating actions.

3.4. As an identification to all actions made on FIQSY App the Renter's mobile number is used, which was stated on FIQSY App during the time of registration. Only one Account can be made with each mobile number.

3.5. While making any actions on FIQSY App the Renter confirms Renter's identity with entering said Renter's mobile number in the authorisation window.

4. FIQSY App usage and Service cost

4.1. The usage of FIQSY App is free.

4.2. Lessor's fixed Service cost is applied to Electric scooter rental and other related Services made available on FIQSY App. The exact price of FIQSY App Services is calculated after the provision of said services.

5. Electric scooter rental

5.1. Renter notifies Lessor about the willingness to rent Electric scooter through the FIQSY App.

5.2. Renter makes note about which Electric scooter Renter wishes to rent on the FIQSY App. In the case of said Electric scooter not being available, the Lessor denies Renter's chosen Electric scooter's rental.

5.3. Electric scooter's rental service becomes active to Renter the moment Renter scans or enters the QR code on FIQSY App that way activating the Electric scooter.

5.4. Electric scooter rental end moment is considered as the moment when Renter has accepted rental completion on the FIQSY App and has, using the FIQSY App, photographed and submitted to the Lessor a photograph of Renter's Electric scooter left at the marked Territory.

5.5. Electric scooter usage restrictions during the time of rental:

5.5.1. Electric scooters are prohibited to be used by persons younger than 18 years. During the time of Electric scooter rental, each renter is independently responsible for own health and safety.

5.5.2. Electric scooters are prohibited to be used for transportation of packages or big parcels, boxes and can't be overloaded. Maximum allowable weight that can be put on Electric scooters is 100 (hundred) kg.

5.5.3. Electric scooters are prohibited to be used by more than 1 (one) person at a time.

5.5.4. Renter is prohibited to hand over Electric scooters for sublease or to be used by any other third parties. Renter uses rented Electric scooter privately.

5.5.5. Renter is prohibited to use Electric scooter while being under the influence of alcohol, narcotics or any other psychotropic substances.

5.5.6. Renter is obliged to position Electric scooter in a visibly prominent place which ensures that Renter's placed Electric scooter doesn't obstruct pedestrian, bicycle and/or motor vehicle movement as well as doesn't block pathways, bicycle lanes and car driveways.

5.5.7. Renter is prohibited to position Electric scooters in privately owned territories that have limited/restricted access to third parties.

5.5.8. Renter, for the propose of ending Renter's Electric scooter rental, is prohibited to position the Electric scooter outside of Territory and in FIQSY App's marked territory which shows the area in which Electric scooters can't be positioned.

6. Renter's rights and responsibilities

6.1. Renter has the right to:

6.1.1. use Electric scooter in the Territory.

6.1.2. use Electric scooter only for personal use.

6.1.3. ask for the Lessor to block Renter's Account. Renter Account's blocking is approved by using Renter's authorisation code.

6.1.4. ask for the Lessor to unblock Renter's Account. Renter Account's unblocking (activation) is approved by using Renter's authorisation code.

6.2. Renter's responsibilities:

6.2.1. Renter undertakes full financial responsibility and responsibility about Renter's actions, life, health and for all caused damages to any third persons and to Lessor, while Renter is using the Electric scooter.

6.2.2. Renter, before using the Electric scooter, independently ascertains own physical and mental state so that it is suitable for using Electric scooter as well as that the Renter has appropriate knowledge and skills to use Electric scooter. For the safety of Renter, it is advised for the Renter, at his own willingness, to use any protective equipment (helmet, protective clothing) which is provided only by the Renter and used on Renter's account.

6.2.3. Renter, when noticing any technical faults, inconsistencies, damages or defects while using Electric scooter or before getting ready to rent one, has the responsibility to immediately inform Lessor through the FIQSY App.

6.2.4. Renter, while using Electric scooter, has the responsibility to keep in mind all road safety traffic regulations. In the case of any traffic accidents happening while using the Electric scooter which involve Renter or/and Electric scooter, the Renter has the responsibility to immediately inform Lessor and the police about said traffic accident.

6.2.5. Renter, while using Electric scooter and moving on sidewalks, has to choose the appropriate travel speed so that it doesn't obstruct, alarm or interfere with pedestrians. If necessary, Renter has to move with the speed that doesn't surpass pedestrian walking speed. Renter can not in any way obstruct, alarm or interfere any pedestrians.

6.2.6. If, while being in use, Electric scooter's battery runs out, Renter has the responsibility to end the use of Electric scooter and to approve, on FIQSY App, about the end of Electric scooter rental and to place it in Territory.

6.2.7. If Renter doesn't return Renter's rented Electric scooter in the Territory, Renter is charged with the appropriate actual cost fee up to 20 (twenty) EUR of finding and placing Electric scooter in the Territory.

6.2.8. If Renter hasn't approved the end of Electric scooter rental on FIQSY App after more than 24hrs from the moment of activating said Electric scooter, Lessor considers Electric scooter as lost or stolen and Renter is eligible to reimburse the Lessor about expenditures of Electric scooter which amount to 350 (three-hundred fifty) EUR. Lessor is eligible to withhold this amount form Renter's credit card. Lessor notifies the police about said Electric scooter's loss/theft.

6.2.9. Renter agrees to pay all penalties, expenditures and other payments that have emerged to Lessor or/and that have been charged to Lessor by any third parties as a result of Renter using Electric scooter or/and as a result of Renter not minding any of the existing binding laws in Latvian Republic, including Riga City Council regulations. As a penalty, next to all expenses and other payment administration expenses, the Renter is eligible to pay Lessor 15 (fifteen) EUR fee for each incident.

6.2.10. Renter is responsible for all damages, losses and defects that may be caused to Renter while using Electric scooter rental Service.

6.2.11. Renter carries full responsibility for the Electric scooter from the moment Renter takes Electric scooter for use and up until the moment Renter has approved the completion of Electric scooter rental on the FIQSY App.

6.2.12. Renter is fully responsible for all damages, losses and defects caused to Electric scooter during the rental of said Electric scooter.

6.2.13. In the case of Electric scooter being stolen during rental, Renter has the responsibility to immediately notify Lessor and the police about the theft.

6.2.14. Renter is responsible for the accuracy and updating of current account information, if any changes arise, on the Renter's card or credit card that is issued by Renter's bank/credit card issuer. Renter approves of the rights of Lessor to process all data gathered from Renter.

6.2.15. Renter has the responsibility to notify Lessor about any Renter Account and/or Renter data, which has been given to Lessor, illegal use without it being coordinated with Renter.

6.2.16. Renter acknowledges that Electric scooter usage contains risks, including:

6.2.16.1. Renter's own life and health risks and that in the occurrence of these events Renter's own health, life and property can be damaged.

6.2.16.2. Electric scooter is a technical device which can sometimes have a technical error while being used which, in turn, can cause Renter's own health, life and property to be damaged while using Electric scooter.

6.2.16.3. During the use of Electric scooters there is a possibility of causing damages, losses and injuries to third party health, life and property. That is why Renter must be especially alert and must use Electric scooter as a careful and caring owner.

7. Lessor's rights and responsibilities

7.1. Lessor's responsibilities

7.1.1. After receiving data from Renter's FIQSY App, the Lessor processes said data.

7.1.2. Lessor is eligible to unilaterally and immediately end provision of Services if:

7.1.2.1. Renter has given false/incomplete information to Lessor;

7.1.2.2. Renter is damaging Lessor's property, that is, Electric scooter;

7.1.2.3. Renter is in debt with Lessor.

7.2. In the case of Lessor unilaterally ending provision of Services, Renter has the responsibility to immediately pay full payment for Services provided.

7.3. For Renter's payments for Service provision, Renter's indicated credit card's, that's been issued by Renter's credit institution, resources will be used. If Renter's credit card doesn't have enough resources in order to pay full financially binding payment for Lessor's provided Services, Lessor is eligible to give off Renter's data to third parties for the sake of debt collection or independently pursue actions for debt collection from Renter.

7.4. Lessor is eligible to immediately close Renter's Account if:

7.4.1. Renter is using Lessor's property, that is, Electric scooter, for purposes that are not intended;

7.4.2. Renter is damaging Electric scooter;

7.4.3. Renter hasn't given away Electric scooter to Lessor using FIQSY App;

7.4.4. Renter has given false/incomplete information to Lessor;

7.4.5. Renter, in order to receive Services, has given another person's data to Lessor;

7.4.6. Lessor is suspicious of Renter practising fraudulent activities;

7.4.7. Lessor hasn't got valid credit card, that has been issued by Renter's credit institution, data with which Renter is eligible to pay payments for Services.

7.5. Lessor is eligible to deactivate and close Renter's Account if it hasn't been used for more than 12 (twelve) months.

7.6. Lessor is eligible, after Lessor's initiative and intention, to give Renter discount for Services. To use discount, Lessor sends Renter the Discount code which Renter has to indicate on FIQSY App before making payment for Electric scooter rental service. Lessor holds the right to, without any separate explanation being sent to Renter up until Renter uses the Discount code, in any moment cancel Discount code

being sent to Renter if Renter hasn't fulfilled any financial bindings with Lessor or/and has any debts; if Discount code is being used illegally; if Discount code is being used by any third person that is not Renter; if Discount code is being used against Lessor's commerce interests

7.7. Lessor's responsibilities:

7.7.1. Lessor provides a functioning FIQSY App;

7.7.2. Lessor provides Electric scooter that is technically capable to be used for Electric scooter's designated use.

8. Electric scooter rental time

8.1. Electric scooter rental time starts the moment when Renter has activated Electric scooter and continues up until the moment when Renter has approved Electric scooter rental service completion of the FIQSY App. Maximal time for Electric scooter's continual use is 24 (twenty-four) hours from the moment when Renter has activated the Electric scooter.

8.2. Renter completes the Electric scooter rental service:

8.2.1. by placing Electric scooter in Territory and

8.2.2. by photographing Electric scooter after Electric scooter is placed in Territory and

8.2.3. uploading the photograph with Electric scooter after Electric scooter is placed in Territory on FIQSY App and

8.2.4. approving on FIQSY App the completion of Electric scooter rental service.

9. Rental service fee

9.1. Electric scooter rental service fees are available on FIQSY App.

9.2. By approving Electric scooter's use, the Renter certifies that Renter has gotten acquainted with Electric scooter's rental service fees.

9.3. Rental fee for Electric scooter's rent is calculated from the whole Electric scooter rental time, that is, from the moment Renter has activated Electric scooter up until the moment Renter has approved the end of Electric scooter rental service completion on FIQSY App.

9.4. Final rental fee amount for Electric scooter rent is determined appropriately to Electric scooter rental time and with Renter approving Electric scooter's rental service completion on FIQSY App.

10. Rental service fee payment order

10.1. Renter pays the rental fee using a credit card, that has been issued by Renter's credit institution. Rental fee payment made using a credit card, that has been issued by Renter's credit institution, requires credit institution's issued card's previous data activation on FIQSY App from Renter's side and Renter's own approval to all Regulations and Confidentiality politics.

10.2. Renter, by entering Renter's credit institution's issued credit card data on FIQSY App, approves of and allows Lessor to collect Renter's credit institution's issued credit card payments on FIQSY App for Electric scooter rental. That includes all expenses, fines and losses relating to Electric scooter that have been made by Renter.

10.3. Renter is responsible for Renter's credit institution's issued credit card stated on FIQSY App to have enough resources to cover all Lessor's Service fees.

10.4. Fee for services is considered completed when it is received by Lessor to Lessor's expenditure account.

10.5. In the case of credit institution's issued credit card processing service provider implements any new fee for credit institution's issued payment credit card processing services, then said fee for credit institution's issued payment credit card processing services isn't included in Electric scooter rental service fee and Renter has to pay in addition to Electric scooter rental fee.

10.6. AS "Swedbank" services are used to process Renter credit institution's issued credit card payments made to Lessor. Credit institution's issued credit card processing terms of use by AS "Swedbank" can be found on www.swedbank.lv.

10.7. In the case of Renter not agreeing to amount transferred from Renter credit institution's issued credit card to Lessor, Renter is eligible to, within 10 (ten) days from payment's time, submit an application to Lessor. The Application should contain arguments with justifying proof about Renter credit institution's issued credit card payment amount made to Lessor.

11. Payments to Renter's Account

11.1. After registering on FIQSY App, Renter can add to own Account by transferring money to it.

11.2. Renter's Account can be added to using credit institution's issued credit card or credit institution's internet bank.

11.3. Renter adds to Account, according to the money paid by monetary value of euro currency, right after payment is processed. Minimal account replenishment value in euro currency is 5 (five) EUR.

11.4. Account's balance is automatically shown on Renter's Account. Renter has the responsibility to keep Renter updated with the Account balance.

11.5. FIQSY App lowers Account balance by the amount of Service fee when Renter uses transferred prepay for payment purposes on own Account for Lessor's Services.

11.6. In the case of Renter not having enough prepaid amount available on FIQSY App Account in order to pay for Services, Renter pays for Lessor's Services with Renter credit institution's issued credit card.

12. Renter and Lessor's contract

12.1. With making an Account of FIQSY App and approving all Regulations, Renter it is considered that renter and Lessor have concluded a Contract.

12.2. Contract is in force for indefinite time.

12.3. Contract is terminated with Lessor and/or Renter's conclusive actions that are in the form of Account closure.

13. Legal relation termination

13.1. Legal relationships between Renter and Lessor can be terminated with Renter and Lessor mutually agreeing or unilaterally deciding at any time.

13.2. Renter is eligible to, at any time, delete own Account from FIQSY App. Account's deletion is possible only if there is no active Electric scooter rental service, that is, Renter hasn't taken an Electric scooter for use and Renter has concluded all financial bindings in relationship with Lessor including finishing all rental fee payments for any damages caused (if there are any), any fines, any expenses and other payments.

13.3. Lessor is eligible to, at any time, delete Renter's Account if Renter hasn't used the Account for more than 12 (twelve) months and Renter has completely settled all financial bindings in relationship with Lessor.

14. Applicable legislations and dispute resolution

14.1. Latvian Republic legal regulations are applicable to all legal relationships between Lessor and Renter.

14.2. In the case of any Regulation points expiring, the said regulation (as invalid as it is insofar) isn't applicable and is considered as not included in the Regulation text. It also doesn't influence the rest of Regulation validity.

14.3. Renter and Lessor tries to resolve all disputes with mutual agreements. If the dispute is not resolved during 30 (thirty) days from its emergence date, the dispute is handed over to Latvian Republic courts.

15. Changes to Regulations

15.1. Lessor is eligible to, at any time, make any changes to Regulations without previous notice to Renter.

15.2. Lessor will inform Renter about renewed Regulations through e-mail messages or on FIQSY App.

15.3. If Renter doesn't want to comply with renewed Regulations then Renter has to immediately inform Lessor about the end of Service consumption because Renter has received the notice of said renewed Regulations. In the case of Renter not notifying Lessor about the discontinued usage of Services, it is considered that Renter has accepted renewed Regulations.

Approved:
28th of March, 2019

SIA "Fitsypro" Member of the Board
Māris Avotiņš