

# **SAFE RENTAL TERMS AND CONDITIONS CONTRACT**

## **("Drivers and crew members")**

### **1.- CONTRACTUAL RELATIONSHIP**

The current General Conditions of Use ("Conditions") rule the access or use you may have, as a person of Safe Rentals electronic application, website (<http://www.saferentals.com.mx>), content, products and services with (company created to handle the application) with registered offices at 401 East Sonterra Boulevard, Suite 375, San Antonio, TX 78258, a limited liability company with variable capital duly incorporated, which for the purpose of these Terms and Conditions will be referred to as "Safe Rentals".

READ THESE CONDITIONS CAREFULLY BEFORE ACCESSING OR USING THE SERVICES. WITH THE EXPRESS CONDITION THAT THESE USERS AGREE TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH IN THIS CONTRACT OR USER AGREEMENT. IF YOU DO NOT ACCEPT ANY OF THESE TERMS, YOU ARE NOT AUTHORIZED TO USE THE APPLICATION.

Safe Rentals reserves the right to modify at any time the configuration and location of the Application, as well as the conditions of access and use and may immediately terminate these Conditions or any of the Services with respect to you or, in general, stop offering or deny access to the Services or any part thereof, at any time and for any reason.

Through your access and use of the services you hereby agree to be legally bound, that is, you constitute your fully consent to these conditions under your sole responsibility, in the understanding that if you do not accept these Conditions, you will not be able to access or use the Services. These Conditions expressly replace any prior agreements or commitments with you.

The collection and use we make of personal information in relation to the Services, is done in accordance with Safe Rentals Privacy Notice as shown in the privacy notice link

### **2.- SERVICES**

Safe Rentals only makes available to the User a services booking tool provided by third-parties, that is, Safe Rentals hereby states that it acts as an intermediary between the related parties.

The services offered by Safe Rentals, can be performed through the platform either to organize and plan the passenger transportation service, or, logistics services with an independent third-party provider of such services, including independent third-party carriers and third-party independent logistics providers.

There is a claims processor to which your information will be provided with the purpose of processing and addressing, but not limited to, complaints, claims, disputes or conflicts, including an accident involving you and a third party (including the driver of the company) and said information or such data will be necessary to resolve said complaint, claim, dispute or conflict.

### **3.- LICENSE**

Safe Rentals grants a non-assignable use of a personal and exclusive license to carriers in order to dispose, use and manage the latter's information exclusively for the purposes of the application, to the purposes of establishing a relationship, and may be revocable at Safe Rental's consideration. Safe Rentals licensors hereby agree to access and make use of this application only and exclusively on their personal device without the opportunity to duplicate or have their account on two or more electronic devices.

### **4.- ACCESS AND USE**

Access to the application will be limited to legal adults, or persons under legal age can be created by a parent or legal guardian, the User hereby undertakes to make proper and lawful use of the Application complying with all applicable local and federal regulations.

The user may not transfer or assign his account to any other person or entity, this is only for personal use, you are responsible for all activity that occurs in your Account. In some cases, you may be required to provide an identity document for access or use of the Services, this as part of the security of both parties. By accepting these terms and conditions, you hereby agree to comply with all applicable laws when using the Services and may only use the same for legitimate purposes.

## **TERMS AND CONDITIONS ("Drivers")**

Driver registration requires a prior assessment of requirements and certain information such as full name, address, driver's license, vehicle's information, criminal history, among others, this in order to know the driver and provide the greatest security conditions to our passengers, some registration procedures may require that the driver candidate shows up at one of our branches.

If all the requested documentation is met and the driver candidate is approved, you can subscribe to the app as a driver and provide the aforementioned services in exchange for remuneration.

## **1.- PASSENGERS**

In order to use most of the Services, you must register and keep active, updated, accurate and complete a personal user account of the Services ("Account"). Registration of the Account requires you to communicate to the email provided in the website, certain personal information, such as your name, address, mobile phone number, as well as at least one valid payment method by credit card. If you do not keep the Account information subject to these terms and conditions set forth herein, as well as not having a valid payment method, it may result in your inability to access and use the Services. The collection and use we make of personal information in relation to the Services is done in accordance with the provisions of Safe Rentals Privacy Notice.

## **USE OF THE SERVICES**

### **DRIVER**

The driver hereby undertakes to (i) abstain to use the Platform or any of its functions, to obtain data or commit any crime, (ii) provide respectful treatment and maintain good conduct with passengers and third parties, (iii) not to perform any act that affects the image or integrity of Safe Rentals and its code of ethics and conduct, (iv) Not to commit acts that violate public and civil integrity, (v) always provide certain information and keep it updated at Safe Rentals Platform, (vi) comply and drive in accordance with the current traffic regulations with jurisdiction where the service is provided, (vii) not transporting a number of people greater than the authorized amount, (viii) report immediately to the passenger regarding the objects and / or belongings of such passenger left or forgotten in the vehicle (regardless of the type, quality and characteristic of the personal property), otherwise, inform Safe Rentals in case of ignoring who is the owner of said object and / or forgotten belonging and that the latter has not submitted any

claim, and (ix) Respect the established prices and rates, subject to the terms and conditions shown in the application.

## **TERMS AND CONDITIONS ("Passengers")**

In the use of the Services, the User hereby undertakes not to cause any kind of discomfort, inconvenience, hindrance or damage to the property or any person, either to the Third Party provider any to any other party. Safe Rentals warrants that its vehicles are in optimal conditions of care and cleaning, so that any damage caused by the User or any of his companions, either altering, affecting, or causing any type of damage to the vehicle, or, to the physical or moral integrity of the drivers, the responsibility will be assumed by the User himself. Consequently, Safe Rentals will charge the User an amount equivalent to 100% (one hundred percent) of such repairs of the damage or loss of the Third-party provider, using the charge to his Account as payment method.

Damages that will be taken into consideration in accordance with the provisions of the immediately preceding paragraph include but are not limited to food / liquid spills, pet dirt, smoking inside the vehicle, cigarette burns, passenger damage caused by any circumstance, for ingesting alcoholic beverages inside the vehicle, drugs, breaks, bumps, scratches or any direct or indirect material damage that affects the vehicle and the Service.

Likewise, Safe Rentals will charge the User the corresponding amount through the payment method with which he usually liquidates the Service, sending him the corresponding payment receipt for the repair and also for the hours in which the affected vehicle has been out of service.

### **1.- PAYMENT**

Unless Safe Rentals determines otherwise in accordance with the Terms and Conditions set forth in the application, the Fees paid by you are final and non-refundable. The cancellation and compensation fees and expenses, as well as their updates, are available at all times on the Application and / or Website and are subject to possible modifications.

All Charges are payable immediately and payment will be facilitated by Safe Rentals using the payment method indicated in these terms and conditions, and after that Safe Rentals will send you a receipt by email.

Likewise, the payment of the Charges in such manner shall be considered as the payment made directly by you to the Third Party provider. Charges will include applicable taxes when required by law. Charges paid by you are final and non-refundable, unless Safe Rentals determines otherwise. You retain the right to request Lower Charges from a Third Party provider for services or goods received by you from that Third Party Provider at the time you receive such services or goods. Safe Rentals will respond accordingly to any request from a Third Party provider to modify the Charges for a service in particular.

Notwithstanding the foregoing, the User will be responsible for all additional charges that, without limitation, imply that the Vehicle moves through collection highways, tunnels, motorways or airports, including tolls, surcharges, fuel, among other costs or drawbacks that may somehow vary the original cost of the trip, whose charges will be automatically added to the tariff and/or fare.

## **2.- ACCESS TO THE NETWORK AND DEVICES**

The user is responsible for obtaining access to the data network necessary to use the Services of the platform. Also, tariffs, data rates and messages may be applied from your mobile network, and you will be responsible for such rates and tariffs, without considering that you shall purchase an updated compatible hardware or devices.

## **3.- NOTIFICATIONS**

You can make the appropriate notifications through a general notification in the services, through the email address provided by the User in the registration form, or by written notice of the address provided by the User.

## **4.- INDEMNITY**

By subscribing to these General Terms and Conditions of Use, and the use of it, you hereby declare that you will remain unscathed and respond in an enunciative manner but not limited to

Safe Rentals, its directors, subsidiaries, affiliates, partners, employees, lawyers and agents derived from any claim, demand, loss, liability and expenses (including attorneys' fees) of (i) use of the Services or services or goods obtained through its use of the Services, (ii) breach by the User of any provision contained in these General Terms and Conditions of Use or of any law or regulation applicable to them, (iii) breach, violation or any violation of the rights of third parties including, by way of example only, third-party carriers, other drivers and pedestrians; and (iv) breach of the permitted use of the Application. Otherwise cease immediately the use of the platform.

## **TERMS AND CONDITIONS ("Partners")**

### **1.- CONTRACTUAL RELATIONSHIP**

These Terms and Conditions of use ("Conditions") regulate the access or use that you make, as a person, throughout the Mexican Republic of applications, web sites, content, products and services (the "Services"), made available by a limited liability company incorporated in the United Mexican States, with address at 401 East Sonterra Boulevard, Suite 375, San Antonio, TX 78258,, ("Safe Rentals").

For the purposes of these Terms and Conditions, Partners shall be understood as all those natural and / or legal persons who, through the use of Safe Rentals application, agree to be subject to the provisions stipulated herein as the lessors of movable property, that is, they will be who directly have contact with the User to be able to make available the requested transport services, either through the use of the Safe Rentals platform, or through the hiring of independent third parties, carriers or independent logistics providers.

### **2.- LICENSE**

Subject to compliance of these Terms and Conditions, Safe Rentals grants the partner a limited, non-exclusive, non-assignable, revocable, non-transferable license for: (i) access and use of the Applications on their personal device only in relation to their use of the Services; and (ii) access and use of any content, information and related material that may be made available through the Services, in each case only for your personal, non-commercial use. Safe Rentals reserves any right that has not been expressly granted herein.

### **3.- PROVISION OF SERVICES**

You hereby acknowledge that parts of the Services may be made available solely and exclusively under the brand and platform offered by Safe Rentals, who will act as an intermediary in the offering of the Transportation Services or logistics services by the Partner and / or independent third parties.

### **4.- OWNERSHIP**

The Services and all rights related to them are and will remain the sole and exclusive property of Safe Rentals. None of these Conditions or their use of the Services transfer or grant the partner any rights: (i) on or in relation to the Services, except for the limited license granted previously; or (ii) to use or mention in any way the names of Safe Rentals, logo, product and service name, trademarks or service marks of Safe Rentals.

### **5.- USE OF THE SERVICES**

With the purpose of using most of the Services offered herein, you must register and keep active a personal account as a Safe Rentals Partner ("Account"). To obtain an Account, you must be at least 18 years of age, or be of legal age in your jurisdiction (if different than 18 years). The account registration requires you to communicate to Safe Rentals certain personal information, such as your name, address, mobile phone number, as well as at least one valid payment method (either a credit card or accepted payment method). You agree to keep the information in your Account accurately, complete and up to date. If you do not maintain the Account information accurately, complete and up to date, including having an invalid or expired payment method, it may result in your inability to access and use the Services as a Partner. You are responsible for all activity that occurs in your Account and undertakes to keep the username and password of your Account safe and confidential at all times. Unless Safe Rentals allows otherwise in writing, you may only own 1 (one) Account.

### **6.- REQUIREMENTS FOR THE PARTNER**

For the purpose of these Terms and Conditions, the Service is not available for the use of persons under 18 years of age. You may not authorize third parties to use your Partner Account. Likewise, you may not allow persons under 18 years of age to receive transportation or logistics services

from Third Party providers, unless are accompanied by you. You may not assign or otherwise transfer your Member Account to any other person or entity. You hereby agree to comply with all applicable laws when using the Services and may only use the Services for legitimate purposes (example: not for the transport of illegal or hazardous materials).

## **7.- CONTENT**

Safe Rentals may allow the Partner, when it deems appropriate, to send, upload, publish or otherwise make available to Safe Rentals, through the Services, content and text, audio and / or visual information, including without limitation comments and opinions regarding the movable property concerning the Services (recommendations, reviews, opinions, qualifications), (“Content of the Partner”). All Partner Content provided by you will remain under your exclusive property. However, by providing Safe Rentals Partner Content (as lessor of personal property that the User will use), you grant Safe Rentals a worldwide, perpetual, irrevocable, transferable, royalty-free license, with the right to sublicense, use, copy , modify, create derivative works, distribute, publicly display, publicly present or otherwise exploit said Partner Content in all formats and distribution channels, now known or devised in the future, without further notice or consent from you and without requiring payment to you or any other person or entity.

You hereby declare and warrant that: (i) you are the sole and exclusive owner of all the Content of the Partner or that you have all the rights, licenses, consents and permissions necessary to grant Safe Rentals the license to the User Content as set forth above; and (ii) neither the User Content nor its presentation, upload, publication or the User Content, nor the use by Safe Rentals of the Partner Content as permitted herein, will infringe, embezzle or violate Intellectual property or property rights of a third party or advertising or privacy rights or will result in violation of any applicable law or regulation.

You agree hereby not to provide Partner Content that is defamatory, libelous, hateful, violent, obscene, pornographic, illegal or otherwise offensive, as determined by Safe Rentals, in its sole discretion, whether or not such material may be protected by law. Safe Rentals may, at its sole discretion and at any time and for any reason, without prior notice, review, control or delete Content of the Partner, but without being obliged to do so.

## **8.- PAYMENT**



You understand that the use of the Services will result in charges for the services or goods received by the User ("Charges"). After the independent Third Party has rendered the services with the leased goods and offered by the Partner, Safe Rentals, through Conekta Company ("Conekta"), in the event the service is provided in Mexico, or Stripe Company ("Stripe"), in the event the service is provided in the United States of America, both acting as a collection agents, will facilitate the payment of the applicable Charges in favor of both Safe Rentals and the Partners. The payment of the Charges in such manner will be considered as the payment made directly by the User to the Third Provider, however, Conekta and/or Stripe will be the recipient and direct administrators of said payments, as well as the persons responsible for making the corresponding payments to Safe Rentals and Partners. Charges will include applicable taxes in accordance with current tax laws. The Fees paid by the User to the platform are final and non-refundable, unless Safe Rentals determines otherwise. Please visit [www.saferentals.com.mx](http://www.saferentals.com.mx) for more information on the estimated rates of your trip at your particular location. All Charges are payable immediately to Conekta and/or Stripe, who will provide for the corresponding resources to Safe Rentals and the Partners using the payment method indicated below.

With respect to payments in favor of the Partners, they expressly acknowledge and accept that they will be made by bank transfer to the account that each Partner determines on the platform, in a term that may not exceed 7 (seven) calendar days natural as of the date on which the service was concluded for the lease of the movable property, whose payments will be made directly by Conekta or Stripe.

Notwithstanding the foregoing, for the calculation of commissions applicable to Conekta, the Partner accepts that Conekta will deduct from the total amount of the service provided, and therefore, will be transferred in favor of Safe Rentals for each movement that is carried out and is duly concluded, a commission equivalent to 12% (twelve percent) plus the corresponding Value Added Tax ("VAT"), plus \$ 3.50 MN (Three Pesos 50/100 National Currency of Mexico) plus the corresponding Value Added Tax (the "Safe Rental's Commission").

On the other hand, with respect to commissions applicable to Stripe, the Partner hereby accepts that Stripe will deduct from the total amount and will transfer to Safe Rentals for each trip that is carried out and duly concluded, a commission equivalent to 13% (thirteen percent) plus US\$.30 (Thirty Cents 00/30 Legal Currency of the United States of America) plus the corresponding Value Added Tax (if applicable).

For further information regarding Stripe's current tariffs, as well as any enquiry about tariffs and additional commissions, please visit [www.stripe.com /es-us/pricing](http://www.stripe.com/es-us/pricing).

## **9.- WAIVER**

Services are provided "as is" available on Safe Rentals platform. By accepting these terms and conditions by the Partner, Safe Rentals waives any statement and warranty, express, implied or statutory, not expressly established in these conditions, including the implied warranties of merchantability, fitness for a particular purpose and non-violation. Additionally, Safe Rentals makes no declaration or guarantee of any kind regarding the reliability, punctuality, quality, suitability or availability of the services or any of the services or goods requested through the use of the services, or that the services will not be interrupted or free of errors. Safe Rentals does not guarantee the quality, suitability, safety or ability of third party providers. You hereby agree that any risk arising from your use of the services or requested in relation to those will be solely yours, to the maximum extent permitted by applicable law.

## **10.- LIMITATION OF LIABILITY**

By accepting these terms and conditions, Safe Rentals declares that it will not be liable to the Partner of any indirect, incidental, special, exemplary, punitive or emerging damages, including loss of earnings, loss of data, personal injury or damage to the property, nor of relative damages, or in relation to, or otherwise derived from any use of the services, even if Safe Rentals has been advised of the possibility of such damages. Safe Rentals will not be responsible for any damage, liability or loss arising from: (i) Your use or dependence on the services or your inability to access or provide the services; or (ii) Any transaction or relationship between you and any third party provider and / or user, even if Safe Rentals had been advised of the possibility of such damages. Safe Rentals will not be responsible for the delay or lack of execution resulting from causes that go beyond any reasonable control of the latter.

You may use Safe Rentals services to request and plan transportation, goods or logistics services with third party providers, but you agree that Safe Rentals has no responsibility towards you in relation to any transportation, goods or logistics service provided to you by third party providers other than as expressly stated in these terms and conditions.

## **11.- INDEMNITY**

You hereby agree to remain harmless and respond to Safe Rentals, its directors, counselors, employees and agents for any claim, demand, loss, liability and expense (including attorneys' fees) arising from: (i) The use of the Services or services or goods obtained through your use of the platform; (ii) your breach or violation of any of these Terms and Conditions; (iii) the use by Safe Rentals of its User Content; or (iv) your violation of the rights of any third party, including Third Party providers.

## **12.- APPLICABLE LAW**

In the event that you have any problem with the use of the Services and / or consider that any part of these Terms and Conditions is not being observed or complied by Safe Rentals and / or the User, or if there is any difference between the Parties derived or related With these Conditions, you hereby accept in full that the process to be followed consists in communicating said situation through Safe Rentals platform through the page [www.saferentals.com.mx](http://www.saferentals.com.mx), with the purpose of analyzing and solving the specific case.

## **13.- GENERAL PROVISIONS**

You may not assign or transfer these Conditions, in whole or in part, without the prior written consent of Safe Rentals. You give your approval to Safe Rentals to assign or transfer these Terms, in whole or in part, including: (i) a subsidiary or an affiliate; (ii) an acquirer of the capital, business or assets of Safe Rentals; or (iii) a successor resulting by merge. There parties hereby agree that between you, Safe Rentals or any third provider and/or user a joint venture or partnership, employment, or any professional relationship or any agency as a result of the contract between you and Safe Rentals.

If any provision of these Terms and Conditions is considered illegal, void or unenforceable, either in whole or in part, in accordance with any legislation, such provision or part thereof shall be deemed not to be part of these Conditions, in the understanding that the legality, validity and enforceability of the rest of the provisions of these Conditions will not be affected. In that case, the parties must replace said illegal, null or unenforceable provision, in whole or in part by a legal, valid and enforceable provision that has, to the extent, a similar effect to that of the illegal, null or unenforceable provision, given the contents and purpose of these Conditions. These Conditions

constitute the entire contract and agreement and the understanding between the parties in relation to the purpose and replace and replace any and all previous or contemporary contracts or agreements in relation to said purpose.

### **13.- IF YOU SEND US PERSONAL INFORMATION**

We do not collect personal information for any purpose other than to respond to your request. The only personal information that we collect is what you decide to give us. If you choose to provide us with personal information, we will use that information to respond to your message, and to help get you the information you requested.

Safe Rentals © never collects information or creates individual profiles for commercial marketing.