

# Terms and Conditions for Beast Fleet Management and Rental Platform

## 1. General

- 1.1. These Terms and Conditions ("**Terms**") constitute the entire agreement ("**Agreement**") that governs the access to and use of the Beast Fleet Management and Rental Platform ("**Platform**") provided by **Electric Beast Global OÜ**, a company incorporated under the laws of Estonia, with registry code 16266059 ("**Beast**," "we," or "us"). By accessing and using the Platform, the company you legally represent ("**Platform User**" or "**User**") agrees to be bound by these Terms. Beast is a software-as-a-service (SaaS) provider and does not directly participate in vehicle rentals or management outside of providing this Platform.
- 1.2. These Terms are concluded between Beast and the Platform User. Beast provides software services for fleet management and rental operations but **does not take any part in the operational aspects of vehicle management**, including, but not limited to, insurance, charging, cleaning, maintenance, marketing, vehicle condition assessments, or customer support services provided to Renters. Platform Users are solely responsible for managing these operational aspects, including handling all communications and disputes with Renters.

## 2. Platform Use and Registration

- 2.1. The Platform is only available to businesses legally registered in their respective countries ("**Platform Users**"). The registration process involves providing accurate and up-to-date company information and ensuring that the company is eligible to use the Platform in compliance with local laws and regulations.
- 2.2. By signing up, Platform Users acknowledge they have read, understood, and accepted these Terms and agree to comply with all applicable laws and regulations in their operational jurisdiction related to their use of the Platform.
- 2.3. Platform Users may also manage Renters ("**Renters**") who rent vehicles via the Platform. While Beast may provide a comprehensive, suggestive template of terms and conditions for Renters, it is the sole responsibility of the Platform User to review, modify, and enforce these terms in accordance with their specific business practices, applicable laws, and regulations.
  - 2.3.1. Platform Users must ensure that the terms provided to Renters are clear, legally compliant, and fully enforced. Platform Users are also free to create and implement their own terms and conditions for Renters, including setting and/or adjusting enforceable contractual penalty fees,

provided these terms align with the legal obligations and standards required for their rental operations.

### **3. Services Provided**

- 3.1. The Platform offers a range of tools and functionalities for comprehensive fleet management, including, but not limited to, tracking vehicle locations and statuses, managing vehicle details and conditions, coordinating fleet-related tasks such as cleaning, charging, and repairs, and efficiently handling bookings, instant rentals, subscriptions, and related payments. Platform Users may also choose to enable their vehicles for rental through the Beast Rent app.
  - 3.1.1. Platform Users must set up and maintain an active Stripe account to receive rental revenue.
- 3.2. Beast only provides software and technology for fleet and rental management. Beast does not assume any operational responsibilities, including but not limited to:
  - 3.2.1. Vehicle condition and safety;
  - 3.2.2. Insurance coverage and claims;
  - 3.2.3. Cleaning, maintenance, or other vehicle-related services.
- 3.3. Platform Users have the sole discretion to establish and set their own rental prices for Renters who rent vehicles via the Platform. Platform Users must ensure that any pricing they set complies with applicable laws and regulations and that Renters are clearly informed of the rental prices and any associated fees or charges. Beast is not responsible for any pricing disputes between Platform Users and Renters.
- 3.4. Beast provides tools on the Platform to facilitate communication between Platform Users and Renters, including options for email, phone, or third-party integrations (available for an additional fee). Platform Users are responsible for managing all customer support interactions, including disputes, inquiries, and claims. Beast does not directly provide customer support to Renters and accepts no liability for issues arising from such interactions.

### **4. Platform User Responsibilities**

- 4.1. Platform Users are solely responsible for all operational aspects of their vehicles (as outlined in Section 1.2), including cleaning, charging, and ensuring compliance with safety, insurance, and maintenance requirements. Platform Users are responsible for ensuring all vehicles listed on the Platform:
  - 4.1.1. Are legally registered and have passed all required inspections that are valid and up to date in their operational jurisdiction.

- 4.1.2. Have valid insurance that covers rental purposes, including extensive Kasko (casco) or equivalent coverage.
- 4.1.3. Have no conflicting agreements that prohibit rental via the Platform.
- 4.1.4. Follow specific **Vehicle Maintenance Requirements** outlined in **Annex 1**.
- 4.2. Platform Users must consider the expected wear and tear when listing vehicles for rental on the Platform. Normal wear and tear for electric vehicles (EVs) refers to the gradual deterioration of a vehicle's components and parts over time due to regular use. This may include, but is not limited to, wear on tires, brake pads, rotors, suspension components, battery degradation, paint and body scratches, and interior wear such as upholstery and floor mats. These items are generally not covered by insurance or manufacturer warranties.
- 4.3. Platform Users must ensure all data provided to the Platform is accurate, up-to-date, and complete. Failure to provide accurate information may result in account suspension or termination.
- 4.4. Platform Users must retain Renter data for a period compliant with applicable local laws, which may include, but is not limited to, the duration of the rental agreement plus any additional period required for regulatory compliance.
- 4.5. Platform Users are responsible for managing their own marketing and promotional activities to attract Renters to their vehicles. While Beast may announce or support promotional efforts at its sole discretion, Beast is not obligated to market Platform User listings, drive rental traffic, or guarantee rental performance.

## **5. Liability and Indemnity**

- 5.1. Beast shall not be liable for any direct, indirect, incidental, or consequential damages arising from the use of the Platform, including but not limited to:
  - 5.1.1. Damage, theft, or loss of vehicles;
  - 5.1.2. Personal injury or property damage caused by vehicles;
  - 5.1.3. Any claims related to the vehicle's condition, insurance, or maintenance;
  - 5.1.4. Any disputes or legal cases arising from payments, fees, or charges made through the Platform, including but not limited to rental payments, service fees, or refunds between Platform Users and Renters.
- 5.2. Platform Users agree to indemnify, defend, and hold harmless Beast from any claims, damages, losses, or liabilities arising from their use of the Platform, their fleet operations, or any payment-related disputes involving Renters or third parties.

## **6. Fees and Payment**

- 6.1. Platform Users may use the Platform on a subscription basis, with fees set per vehicle, per month.
- 6.2. Beast charges a commission percentage on each successful rental made via the Platform. Fees are non-refundable once charged. Platform Users may cancel their subscription anytime, but no refunds will be issued for the ongoing billing cycle.
- 6.3. The exact fees and billing information are available on Beast's website or within the Platform.
- 6.4. All payments, including subscription fees for using the Platform and rental revenue, will be processed through Stripe, a third-party payment processor. By using the Platform, Platform Users agree to Stripe's [Terms of Service](#) and [Privacy Policy](#). Beast does not directly handle payment processing but facilitates it through the Stripe platform.
  - 6.4.1. Any rental revenue generated through the Platform will be credited directly to the Platform User's designated Stripe account. Platform Users must set up and maintain an active Stripe account to receive rental revenue.
  - 6.4.2. Please note that Stripe imposes fees on transactions, which will be deducted from the rental revenue. Platform Users are advised to consult the [Stripe pricing page](#) for detailed information regarding transaction fees and other potential charges.
  - 6.4.3. All transaction fees and charges imposed by Stripe are the sole responsibility of the Platform User. Beast shall not be liable for any fees, costs, or charges related to the use of Stripe services.
- 6.5. Beast is not liable for any additional bank fees, currency conversion fees, or other transfer fees that may be incurred by the Platform User when receiving payments from Stripe or any other related transactions. Platform Users are responsible for ensuring that their banking arrangements accommodate such fees.

## **7. Data Privacy and Security**

- 7.1. Beast processes personal data in compliance with applicable data protection laws, including the GDPR. The use of Single Sign-On (SSO) with Tesla and other integrations must also align with Beast's Privacy Notice for Platform Users, available here:  
<https://fleets.beast.rent/wp-content/uploads/2024/12/Privacy-Notice-for-Platform-Users-on-the-Beast-Fleet-Management-and-Rental-Platform.pdf>.

- 7.2. While Beast provides a secure Platform and follows best practices to protect the data of both Platform Users and Renters, Platform Users are considered data controllers for any personal data they collect, process, or manage through the Platform and are responsible for ensuring their own compliance with all applicable data protection laws and regulations.
- 7.3. Platform Users must implement appropriate technical and organizational measures to safeguard personal data under their control and must ensure that any third-party integrations, tools, or services used in conjunction with the Platform are also compliant with relevant data protection requirements. Beast is not liable for any breaches, misuse, or non-compliance resulting from the use of third-party tools, services, or integrations utilized by Platform Users.

## **8. Limitations on Use**

- 8.1. Nothing in these Terms grants Platform Users any rights, title, or interest in or to the trademarks, service marks, logos, or other intellectual property of Beast or its licensors, except for the limited rights expressly granted under these Terms.
- 8.2. Platform Users are strictly prohibited from using the Platform for any illegal activities or engaging in any unauthorized use of the Platform or its related intellectual property. Unauthorized use includes, but is not limited to, renting, leasing, lending, selling, redistributing, sublicensing, copying, reverse engineering, decompiling, disassembling, translating, modifying, distributing copies of, making available, adapting, running, or enabling the running of any programs or codes that allow cutting, indexing, analyzing, engaging in data mining/data scraping, or creating derivative works based on the Platform, its software, or any related intellectual property, unless explicitly permitted by Beast in a separate agreement in a format reproducible in writing.
- 8.3. If a Platform User is found to be engaging in fraudulent, illegal, or any of the unauthorized activities described above, they will be subject to a minimum contractual penalty of €20,000 (twenty thousand euros). Further legal action may be taken as deemed necessary by Beast.

## **9. Termination**

- 9.1. Beast reserves the right to terminate this Agreement and cease providing services to any Platform User at any time, with or without notice, for reasons including, but not limited to:
  - 9.1.1. Violation of any terms of this Agreement, including but not limited to engaging in illegal activities or unauthorized use of the Platform as described in Section 8.

- 9.1.2. Failure to comply with any applicable laws, regulations, or standards required for the use of the Platform.
  - 9.1.3. Non-payment or repeated late payment of fees or any other charges associated with the use of the Platform.
  - 9.1.4. Actions that, in Beast's sole discretion, may harm the reputation, operations, or integrity of Beast or its Platform.
  - 9.1.5. Breach of any intellectual property rights of Beast or its licensors.
- 9.2. Beast also reserves the right to terminate this Agreement and cease providing services if Beast decides to discontinue or materially alter the operation of the Platform, faces financial difficulties, undergoes liquidation, insolvency, or a similar restructuring process, or for any other business-related reason that renders the continuation of services impractical or unfeasible.
- 9.2.1. In the event of termination under Clause 9.2, Beast shall not be liable for any compensation, reimbursement, or damages arising from the termination or cessation of services.
- 9.3. Upon termination of this Agreement, the Platform User must immediately cease all use of the Platform and any associated intellectual property. Any outstanding fees or penalties owed to Beast shall become immediately due and payable.
- 9.4. Termination of this Agreement does not waive or affect any rights, remedies, claims, or defenses of Beast that have accrued prior to termination.

## **10. Miscellaneous**

- 10.1. All annexes (e.g., Annex 1: Vehicle Maintenance Requirements) are integral parts of these Terms. Platform Users should review these annexes thoroughly and may seek clarification from Beast if needed.
- 10.2. Beast does not assume any legal or financial responsibility for Platform Users. Accepting these Terms does not establish a joint venture, partnership, or employer-employee relationship between Beast and the Platform Users.
- 10.3. Beast retains the right to transfer or assign its obligations and rights under these Terms to any affiliate, parent company, or third party as part of a merger, acquisition, reorganization, or sale of its assets. Such a transfer will not require prior consent from Platform Users. The successor entity will assume all rights and obligations under these Terms.
- 10.4. This Agreement is executed in the English language, with confirmation that all terms and conditions are fully understood. All communications, notices,

agreements, and documentation under these Terms shall be in English, unless otherwise agreed in writing.

- 10.5. By accepting these Terms, there is confirmation that it has been read and understood, and that there has been an opportunity to seek independent legal advice. A full understanding of all clauses and annexes is acknowledged, along with an agreement to comply with all outlined responsibilities and obligations.
- 10.6. A commitment is made to act in good faith and in accordance with these Terms. All necessary actions will be taken to fulfill the obligations outlined in these Terms and to ensure its effective execution.

## **11. Changes to the Terms**

- 11.1. Beast reserves the right to amend these Terms from time to time. Users will be notified of any changes via email or in-app notifications. Continued use of the Platform constitutes acceptance of the amended Terms.

## **12. Governing Law and Dispute Resolution**

13. These Terms shall be governed by the laws of Estonia and applicable European Union legislation, without regard to any conflict of law principles.
14. If a dispute, controversy, or claim arises from this Agreement and cannot be resolved through negotiation within a reasonable time, the matter shall be submitted to the Harju County Court in Estonia, as the court of first instance. All legal proceedings will be conducted in accordance with Estonian law and the applicable European Union (EU) regulations.

16.12.2024

Annex 1 follows.

# Annex 1: Vehicle Maintenance Requirements

To ensure the safety, reliability, and cleanliness of vehicles listed on the Platform, all Platform Users must meet all requirements of the following maintenance standards:

## 1. General Condition and Cleanliness

- 1.1. Vehicles must be free of significant obstructions, damages, or technical errors.
- 1.2. The vehicle's interior must be free of offensive odors, including those from tobacco smoke or pets.
- 1.3. The vehicle must be completely free of mold.
- 1.4. Interior must be free from significant, irremovable stains or tears in upholstery, seats, or other interior details.
- 1.5. Both the exterior and interior must be clean and free of extensive debris and trash.

## 2. Functionality and Safety Features

- 2.1. The vehicle must be legally registered and have passed all necessary inspections and certifications.
- 2.2. Vehicles must have a functioning air conditioning and ventilation system to circulate fresh air.
- 2.3. All safety features (e.g., seat belts, airbags, hazard lights) must be in proper working order.
- 2.4. The vehicle must be equipped with all additional safety equipment required by the regulations in the Platform User's operational jurisdiction (e.g., safety vests, hazard signs, first aid kit).

## 3. Battery and Charging

- 3.1. Regularly check and maintain battery charge levels; charge the battery according to the manufacturer's recommendations.
- 3.2. Regularly inspect and clean the charging port and connectors.
- 3.3. Follow the manufacturer's recommendations for storing and charging the vehicle when it is not in use.

## 4. Tires and Brakes

- 4.1. Check and maintain tire pressure, alignment, and tread depth.



4.2. Inspect and replace worn or damaged tires, brake pads, and rotors as needed.

## **5. Scheduled Maintenance**

5.1. Follow the manufacturer's recommended service schedule and use only genuine replacement parts.

5.2. Regularly update the vehicle's software over the air (OTA) as recommended by the manufacturer, to ensure the latest safety, performance, and system improvements are applied.

5.3. Keep a detailed record of all maintenance and repairs performed on the vehicle.

## **6. Other Mechanical and Electrical Components**

6.1. Inspect and replace worn or damaged parts (e.g., brakes, belts, hoses).

6.2. Ensure that suspension components, such as struts and shock absorbers, are in good condition.

6.3. Regularly check the vehicle's electronic systems and other performance-related features.

6.4. Ensure all electronic and software-based systems, including navigation, autopilot, and safety features, are updated and functioning correctly.

By following these requirements, Platform Users ensure that their vehicles remain in top condition for rental purposes, providing a safe and satisfying experience for Renters.

16.12.2024