

## **Privacy Policy**

This Privacy Policy (hereinafter referred to as the "Policy") applies to all information that LLC "MAX SCOOTER" (Registration Number: 445779916), registered address: Georgia, Batumi city, Khakhuli street, No. 58a (hereinafter referred to as the "Company"), receives about the User during registration, authorization, and other use of the Website, the Virent Application, and the Virent Service, in accordance with the User Agreement and the Accession Agreement posted on the Website and in the Virent Application.

The User's consent, expressed in accordance with this Policy, to the processing of personal data and other information provided to the Company is deemed simultaneously granted to third parties mentioned in this Policy, who are engaged by the Company to assist in fulfilling the User Agreement and the Accession Agreement.

By using the Website, the Virent Application, or the Virent Service (including registration and authorization), the User unconditionally agrees to this Policy and all the terms concerning the processing of their personal data and other information. If the User does not agree with the Policy and all its terms, they must refrain from using the Website, the Virent Application, and the Virent Service.

### **Personal Data and Other Information Collected and Processed by the Company**

1.1. During User registration, authorization, use of the Website, the Virent Application, and the Virent Service, as well as when making payments, participating in surveys, receiving informational and promotional messages, and in other cases stipulated by the User Agreement and the Accession Agreement, the Company may request (Section 1.1.1 of the Policy) and/or automatically collect (Section 1.1.2 of the Policy) the following information:

1.1.1. Information provided by the User, including name, mobile phone number, email address, login and password details for accessing certain functions of the Website, Virent Application, or Virent Service; history of using the Virent Service (details of the number, cost, time, and method of orders placed by the User and their payments, including bank account and/or card details); participation in promotional campaigns; subscription to newsletters or customer support materials; bank details for refund purposes; and other data and information.

1.1.2. Information automatically transmitted to the Company during the User's interaction with the Website, the Virent Application, or the Virent Service via software installed on the User's device, including the IP address, information from cookies and tracking bugs, information about the User's country and/or city, browser details (or other software used to access the Website, Virent Application, or Virent Service), access time, the address of the requested page, and information about the User's devices used to access the Website, Virent Application, or Virent Service.

1.2. This Policy applies solely to the Website, the Virent Application, and the Virent Service. The Company does not control and is not responsible for third-party websites and software that the User may access via links available on the Website or in the Virent Application. On other third-party sites, different data may be collected from the User or different actions may be performed, for which the Company bears no responsibility.

1.3. The Company assumes that the User is a legally capable adult who meets the requirements of the User Agreement and the Accession Agreement, provides accurate and sufficient information, and keeps this information up to date. The Company has the right to verify the information provided by the User in accordance with the terms of the User Agreement and the Accession Agreement.

If false information is provided, the Company may suspend or terminate the User's registration and/or deny access to the Website, the Virent Application, and the Virent Service. The Company and/or third parties shall not be liable for any consequences arising from the provision of inaccurate information.

If the Website, the Virent Application, or the Virent Service is used by a minor and/or an incapacitated person without the Company's authorization, responsibility for such use lies with the parents, guardians, or other legal representatives of the minor and/or incapacitated person.

## **2. Purposes of Collecting and Processing User Data and Other Information**

2.1. The Company uses the User's data and other information for the purposes of concluding and fulfilling the User Agreement, concluding and fulfilling the Accession Agreement, providing additional services, improving service quality, enabling the User's participation in promotions, surveys, and research conducted by the Company (including, but not limited to, surveys and research carried out via electronic, telephone, and mobile communications), making decisions or taking other actions that may have legal consequences for the User or other persons, providing the User with information about the Company's services, and providing consulting services.

These purposes apply to all information specified in Section 1.1 of this Policy.

2.2. The purposes of collecting and processing personal data include, without limitation, the following:

2.2.1. Registration, identification, and authorization of the User within the Virent Service;

2.2.2. Conclusion and fulfillment of the User Agreement and the Accession Agreement;

2.2.3. Provision of the Virent Service to the User, including any additional functionality within the Virent Service;

2.2.4. Processing of User inquiries by the Company within the Virent Service;

2.2.5. Analysis and research aimed at improving the Virent Service;

2.2.6. Sending news and information about products, services, and special offers related to the Virent Service;

2.2.7. Sending service notifications (for example, notifications about the status of a scooter rental, or about login/password recovery or changes);

2.2.8. Prevention and detection of fraud and unlawful use of the Virent Service;

2.2.9. Conducting statistical and other research based on anonymized data.

### **3. Terms, Methods, and Procedures for Processing Personal Data and Other User Information**

3.1. The Company uses the User's personal data and other information solely for the purposes specified in this Policy and in accordance with it.

3.2. The User's personal data and other information are kept confidential by the Company.

3.3. The Company will not disclose, distribute, sell, or otherwise transfer the received personal data and other information to third parties, except for the purposes, by the methods, and within the scope provided for in this Policy.

3.4. The processing of the User's personal and other data is carried out by the Company to the extent necessary to achieve each of the purposes set forth in Section 2 of this Policy, by the following possible methods: collection, recording (including on electronic media), systematization, accumulation, storage, listing, tagging, updating (modification, correction), extraction, use, transfer (distribution, provision, access), anonymization, blocking, deletion, destruction, cross-border transfer of personal data, obtaining images through photographing, as well as performing any other actions with the User's personal data in accordance with applicable law.

The Company may process the User's personal and other data both by automated means and without the use of automation tools.

3.5. The Company has the right to transfer the User's personal data to third parties for processing (to entrust processing) to the extent necessary for the Company to fulfill its obligations.

Such third parties may include organizations engaged by the Company for sending informational messages via email or mobile operators, organizations handling debit/credit card or bank account transactions (banks, payment systems, mobile operators), courier services, postal services, including the cross-border transfer of the User's personal data in written or electronic form, as provided for by the relevant agreements with such third parties, the Company's policies, and applicable law.

3.6. The Company also has the right to transfer the User's personal data to government authorities, courts, and other authorized bodies and organizations when required in accordance with the law applicable to this Policy.

3.7. The Company guarantees the conscientious and lawful processing of the User's personal and other data for the purposes specified in Section 2 of this Policy.

3.8. The Company guarantees the prompt updating of the User's data upon receipt of updated information from the User.

3.9. The User's consent to the processing of personal data and other information is granted for an indefinite period or until the expiration of the retention periods for the relevant information or documents containing such information, as determined in accordance with the applicable law.

Upon the expiration of the retention period, the personal data shall be destroyed by the Company.

#### **4. Modification or Deletion of Information by the User. Withdrawal of Consent to Personal Data Processing**

4.1. The User may at any time modify (update, supplement) the personal data and other information previously provided by contacting the Company, for example, through the support service or using the contact details provided on the Website or in the Virent Application, with a request to modify (update, supplement) the information previously provided.

The Company will modify (update, supplement) the User's information only after completing the User identification procedures in place at the Company at the time of the relevant request.

4.2. The User has the right to withdraw their consent to the processing of personal data by sending a corresponding written notice to the Company at least thirty (30) calendar days before the intended withdrawal date.

The User acknowledges and understands that access to the Services of the Website, the Virent Application, and the Virent Service will no longer be provided by the Company once the Company is no longer able to process the User's personal data.

#### **5. Protection of User Information**

5.1. The Company ensures that necessary and sufficient organizational and technical measures are taken to protect the Users' personal data and other information from unauthorized or accidental access, destruction, alteration, blocking, copying, distribution, and other unlawful actions by third parties.

#### **6. Cookies**

6.1. To improve the quality of the Virent Service, the Company may use temporary and permanent cookies, tracking bugs, and/or other technologies to collect non-personal data (such as IP address, browser type, and Internet Service Provider (ISP) data, as well as, for Users accessing the Company's services via a mobile device, the unique device identifier, operating system data, and geographic coordinates).

This information may be collected for purposes including but not limited to tracking the number of Users and analyzing User behavior while using the Virent Service.

To enhance User convenience, the Company may collect and process information on the total number of operations, pages viewed by the User, referring/exiting pages, platform type, date/time stamps, the number and location of page views, and search terms used.

##### **6.2. Information about Cookies and Tracking Bugs**

6.2.1. A "cookie" is a small text file sent to the User's device browser from a server used by the Company. Cookies contain information that may later be used by the Company.

The browser stores this information and sends it back to the Company with each User request.

Some cookies are stored only during a single session and are deleted after the browser is closed. Others, set for a certain period, are recorded in a special file on the hard drive and remain on the User's device.

Cookies are used for identification, session tracking (state maintenance), and storing

information about the User, including User preferences when using the Virent Service. The cookies used by the Company collect only anonymous data.

6.2.2. A "tracking bug" is a graphic object embedded in web pages or e-mail messages. Tracking bugs are used for various purposes, including reporting the number of Users. The tracking bugs used by the Company collect only anonymous data.

**6.3.** The Company may use cookies and tracking bugs to monitor the use of the Virent Service, collect non-personal information about the User, save preferences and other information on the User's device to save the User time by eliminating the need to repeatedly enter the same information into the forms on the Website or in the Virent Application, as well as to display content during subsequent visits to the Website or Application.

The information obtained through cookies and tracking bugs may also be used by the Company for statistical research aimed at adjusting the content of the Website or the Virent Application according to the User's preferences.

**6.4.** The Company may provide the User with the ability to change cookie and tracking bug acceptance settings in their browser or to disable them completely; however, in such cases, certain functions of the Virent Service may not function properly.

## **7. Amendments to the Policy. User's Consent to the Policy**

7.1. The User acknowledges and agrees that by registering on the Website or in the Virent Application and subsequently using the Virent Service, its services, and functionality, the User provides unconditional consent to all provisions of this Policy and unconditionally accepts its terms.

7.2. The User's continued use of the Virent Service after any changes and/or amendments to the Policy shall constitute the User's acceptance of such changes and/or amendments.

7.3. The User undertakes to regularly review the contents of the Policy to stay informed about any changes and/or amendments.

7.4. The Company reserves the right, at its sole discretion, to change and/or amend the Policy at any time without prior and/or subsequent notice to the User.

The new version of the Policy shall come into effect upon its publication on the Website and/or in the Virent Application unless otherwise provided for in the new version of the Policy.

The current version of the Policy is always available on the Website and/or in the Virent Application.

Dear User, if you do not agree with the provisions of the Policy, please refrain from using the Website, the Virent Application, and the Virent Service.

## **8. Final Provisions**

8.1. By agreeing to the terms of the Policy, the User consents to the processing of their personal and other data of their own free will and in their own interest.

8.2. Refusal to provide personal data and other information necessary for the use of the Website, the Virent Application, and the Virent Service will result in the Company being unable to provide the User with the Virent Service.