

TERMS AND CONDITIONS OF USE

Relationship

These terms and conditions of use (hereinafter “**Terms**”) govern the Drivers’ (as defined below) and your (“**You**”, “**you**” or “**your**”) access or use of safe rentals electronic application located at <http://www.saferentals.com.mx> (“**Website**”) for the access to Transportation Services (as defined below), including all associated features, functionalities, software applications, or other content or material, physical or digital, that is owned by us (as defined below) (collectively “**Safe Rental Platform**”). By selecting the option “*I accept the Terms and Conditions of use*”, your use or access of the Safe Rental Platform or by been approved as Driver; you or the Driver agree(s) to be bound by these Terms, constituting a legal agreement between **SALDIVAR MULTIRENTAS INTERNACIONALES, L.L.C.** (“**Company**” or “**our**” or “**us**” or “**we**”) and/or you or the Driver. The Company reserves the right to refuse the provision of Transportation Services by the Driver or to terminate your rights to use the Safe Rental Platform, remove or edit content, or cancel purchase orders in its sole discretion.

The Company provides the Safe Rental Platform subject to the following conditions:

Privacy Policy

Our privacy policy describes how we handle the information you or the Driver provide(s) to us when you or the Driver use(s) the Safe Rental Platform. Please see our Privacy Policy, which governs your or the Drivers use of our Safe Rental Platform.

Notifications

Unless otherwise stated, all notices required under these Terms shall be in mobile or electronic transmissions or message and shall be considered given: (a) When delivered through electronic email or text message, or (b) upon receipt when sent by facsimile transmission confirmed by email or phone and retaining copy of transmission confirmation receipt.

Copyright and Trademarks

All copyrights, trademarks, graphics, logos, page headers, button icons, design content, and service names included or made available or included through any of our Safe Rental Platform are owned by the Company and are protected by local and international copyright and trademark laws. You or the Driver may not use Company intellectual property without its express written consent.

License

Subject to your or the Driver’s compliance with these Terms and your payment of the applicable fees, the Company grants you or the Driver a non-exclusive, revocable, limited, non-sublicensable, non-transferable right and license to use and access to the Safe Rental Platform (“**License**”). The Safe Rental Platform may not be reproduced, duplicated, copied, modified, sold, resold, distributed, transmitted, or otherwise exploited for any commercial purpose without the express prior written consent of the Company. All rights not expressly granted in this document are reserved by the Company. The License granted in this section is conditioned on your or the Driver’s compliance with these Terms. Your or the Driver’s rights under this section will terminate immediately if you or the Driver violate (s), in the Company’s sole discretion, any provision of these Terms. This License does not include any downloading, copying, or other use of the information on our Safe Rental Platform for the benefit of third parties.

Transportation Services

To access to Transportation Services provided by third parties (including independent third-party carriers and third-party independent logistics providers) (individually “**Driver**” and collectively “**Drivers**”) through our Safe Rental Platform, you will have to book them through our Website, mobile app and/or by telephone call at our call center, therefore you hereby represent and warrant that the information that you provide to the Company upon your booking and/or registration is true, accurate and complete.

“**Transportation Services**” means the organization, planning, logistics and transportation services of you and/or your companions or objects in the vehicles owned by the Drivers, therefore the Company only acts as an intermediary booking tool or platform between the Driver and you in the provision of Transportation Services.

The Transportation Services rates are established in accordance with the time to be consumed, including, but not limited to, hourly services, flat rate of eight (08) hours and all-day service rate. The Transportation Service rates are based on the consumed time by you; therefore, the specified distance, routes or destination points do not affect the amount of the Transportation Rates.

Traveling with Pets

In the provision of Transportation Services, service animals may accompany you or your companions during your trip.

Regarding the accompaniment of trained animals, you need to let the Driver know in advance before requesting the Transportation Services, so the Driver can decide whether to accept or not your request. To communicate with the Driver about bringing a trained pet in your trip, you can send her or him a message through our Safe Rental Platform or call us at our call center so we can inform the Driver of your request.

While traveling with your pets, please help the Driver to keep its vehicles clean and safe for all passengers by bringing a cage or blanket to reduce the risk of damage that may be made by your pet.

User Account and Payment Information

In order to use our Safe Rental Platform or request the provision of Transportation Services, you need to (i) be 18 (eighteen) years or older, and (ii) have the legal capacity to execute a binding agreement with us and not be banned from doing so under any applicable laws.

To access or use our Safe Rental Platform or to request Transportation Services, you will have to create a user account at our Website or its app, therefore you hereby represent and warrant that the information that you provide to the Company upon your registration is true, accurate and complete. Such information may include without limitation your name, address, mobile phone number, email as well as at least one valid payment method (e.g., credit card, debit card or any other accepted payment method) ("**Personal Data**").

You agree to keep your Personal Data in your user account current and accurate. If you do not maintain your Personal Data current and accurate, including a valid payment method, it may result in your inability to access and use our Safe Rental Platform or to request Transportation Services. You hereby acknowledge and agree that you are the solely responsible for all activity that occurs in your user account and undertakes to always keep its username and password safe and confidential. Unless the Company allows in writing, you only are allowed to have one (01) user account per email address or mobile phone number.

For the use or access of our Safe Rental Platform or request the provision of Transportation Services, you need to have a valid debit card, credit card or any other online payments system ("**Payment Method**") linked to your user account. In case, there is a problem charging your Payment Method, the Company will require you to provide another valid payment method.

Unless the Company determines otherwise, in accordance with these Terms, the Company does not refund or credit you for any paid Transportation Services fees, unless you otherwise cancel your travel before the Driver accepts your trip.

The cancellation, compensation fees and expenses rules, as well as their updates, are always available at our Website or our Safe Rental Platform, which they may change from time to time.

Once the Transportation Services have been rendered, the Transportation Services fee will be setoff of your Payment Method linked to your user account, and you will receive your receipt by email that the payment has been made ("**User Payment**").

The payment of the Transportation Services fee shall be made through the aid of payment processing software, which will deliver your payment to the Driver. Please visit our Website for more information on the estimated rates of your trip at your particular location.

The Transportation Services fee includes taxes, tolls, fees, and surcharges in accordance with the applicable legislation of the place in which the Transportation Services are being rendered. Notwithstanding the foregoing, you will be responsible and charged for all additional fees, including without limitation, tolls of highways, tunnels, motorways or airports, surcharges, fuel, among other costs or drawbacks that may increase the original Transportation Services fee, those charges will be automatically added to the final Transportation Services fee and included in the User Payment.

Company's commission and Drivers' Payment

Once the User Payment has been completed by you through the aid of payment processing software, the Company, through Stripe Company ("**Collection Agent and/or Stripe**") shall setoff or deduct from the User Payment, the commission applicable to the Company for its own use of Safe Rentals Platform ("**Company Commission**") as well as Stripe's corresponding commission taken from such User Payment ("**Stripe's Commission**"). Once the abovementioned commissions are paid, the Driver agrees that the remaining of the User Payment shall be paid to him or her by wire transfer to bank account (specified in the provided Driver's Documentation (as defined below)) in the following next seven (7) business days from the date the Transportation Services were rendered.

The Company's Commission shall be equal to fifteen percent (15%) of the User Payment. On the other hand, Stripe's Commission shall be equal to two point nine percent (2.9%) plus USD \$0.30 (Thirty Cents 00/30 dollars) and the corresponding Value Added Tax.

Indemnity and Moral Clause

You or the Driver voluntarily and freely assume (s) all risks when using the Safe Rentals Platform and/or the Transportation Services. You or the Driver, on your or Driver's own behalf, of your or Driver's subsidiaries, directors, officers, affiliates, successors, agents and representatives, agree to release, resign, hold harmless, defend and indemnify the Company and its subsidiaries, directors, officers, affiliates, successors, assignees, agents and representatives of any and all claims, cause of action, damages or losses that may arise from the use of the Safe Rentals Platform or the requested Transportation Services, including but not limited to court costs, and reasonable attorneys' fees arising from: (i) your or Driver's use of the Safe Rentals Platform; (ii) your or Driver's violation of these Terms; (iii) your or Driver's violation of any third party rights, including but not limited to any copyright, property, publicity or privacy rights; including all actions performed on your or Driver's account. This obligation and indemnification will survive the termination of these Terms and your or Driver's use of the Safe Rentals Platform or the requested Transportation Services.

By using our Safe Rentals Platform, you or the Driver will not commit any act or do anything that could be considered: (i) illegal, immoral, deceptive, scandalous or obscene; (ii) of significant public disrepute or may become the subject of scandal that the Company considers, in its sole discretion, that the Company's corporate image or brand has been or will be adversely affected; and (iii) damage, tarnish or adversely affect the reputation and goodwill of the Company. In the event of a material breach of your or Driver's obligations under these Terms, the Company may terminate your or Driver's access to the Safe Rentals Platform.

DISCLAIMER; EXCLUSIONS AND LIMITATIONS OF LIABILITY

THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF OUR SAFE RENTALS PLATFORM OR THE TRANSPORTATION SERVICES, OR THE INFORMATION, CONTENT, MATERIALS, APPLICATIONS, OR OTHER SERVICES INCLUDED IN OR OTHERWISE AVAILABLE THROUGH OUR SAFE RENTALS PLATFORM. YOU OR THE DRIVER EXPRESSLY AGREE (S) THAT THE USE OF OUR SAFE RENTALS PLATFORM OR THE TRANSPORTATION SERVICES IS AT YOUR OR DRIVER'S OWN RISK. TO THE EXTENT PERMISSIBLE BY LAW, THE COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A

PARTICULAR PURPOSE. TO THE FULLEST EXTENT PERMITTED BY LAW, THE COMPANY SHALL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THE SAFE RENTALS PLATFORM OR THE TRANSPORTATION SERVICES, OR FROM ANY INFORMATION, CONTENT AND/OR MATERIAL, BUT NOT LIMITED TO DIRECT, INCIDENTAL DAMAGES AND CONSEQUENTIAL DAMAGES FOR THE LOSS OF PROFITS OR INTANGIBLE LOSSES RESULTING FROM: (I) THE USE OR THE INABILITY TO USE OUR SAFE RENTALS PLATFORM OR THE TRANSPORTATION SERVICES; (II) UNAUTHORIZED ACCESS OR THE LOSS, CORRUPTION OR ALTERATION OF YOUR OR DRIVER'S TRANSMISSIONS, USER CONTENT OR DATA; (III) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ABOUT THE USE OF OUR SAFE RENTALS PLATFORM OR THE TRANSPORTATION SERVICES; (IV) THE ACTIONS OR OMISSIONS OF THE COMPANY IN RELATION TO YOUR OR DRIVER'S ACCOUNT INFORMATION AND ANY CHANGES IN TERMS OR NOTICES RECEIVED FROM THE COMPANY; (V) YOUR OR DRIVER'S FAILURE TO PROTECT THE CONFIDENTIALITY OF YOUR OR DRIVER'S BANK INFORMATION; (VI) THE ACTS OR OMISSIONS OF ANY THIRD PARTY USING OR INTEGRATING WITH THE SAFE RENTALS PLATFORM OR THE TRANSPORTATION SERVICES; (VII) THE TERMINATION OF YOUR OR DRIVER'S ACCESS IN ACCORDANCE WITH THESE TERMS; OR (VIII) ANY OTHER MATTER RELATED TO THE SAFE RENTALS PLATFORM OR THE TRANSPORTATION SERVICES. IN ANY EVENT, AND WITHOUT LIMITING THE GENERALITY OF THIS SECTION TO THE EXTENT PERMITTED BY LAW, YOU OR DRIVER AGREE (S) THAT OUR TOTAL LIABILITY FOR ALL DAMAGES AND LOSSES SHALL NOT BE IN ANY CIRCUMSTANCES GREATER THAN USD \$ 100.00 (ONE HUNDRED DOLLARS). NOTHING IN THESE TERMS (INCLUDING THE LIMITATION OF LIABILITY PROVISIONS) IS INTENDED TO EXCLUDE OR LIMIT ANY CONDITIONS, WARRANTIES, RIGHTS OR LIABILITY WHICH CANNOT BE LEGALLY EXCLUDED OR LIMITED. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY VOLUNTARY ACTION, NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR INCIDENTAL DAMAGES. THEREFORE, ONLY THE LIABILITIES AND OTHER LIMITATIONS THAT ARE LEGAL IN YOUR OR DRIVER'S JURISDICTION (IF ANY) WILL APPLY TO US AND OUR LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

YOU OR DRIVER AGREE(S) THAT ANY CLAIM AGAINST THE COMPANY MUST BE FILED WITHIN 1 (ONE) YEAR AFTER THE ACT, OMISSION, OR DEFAULT GIVING RISE TO THE CLAIM HAS OCURED.

No Discrimination

The Company values, honors and respects differences and diversity in its employees, customers and related third parties. Therefore, the Company shall be abided by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated therein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin.

COVID-19

Traveling on transportation increases a customer's risk of getting and spreading COVID-19 by bringing individuals in close contact with others, frequently for extended periods, and exposing them to often affected surfaces; so, in order to protect the health and safety of everyone, face coverings or masks are mandatory for anyone who is accessing or using our Safe Rental Platform or the Transportation Services or during the term of your trip.

Consequently, and in accordance with the Health Agencies, the following recommendations should be complied:

- Wearing a mask over your nose and mouth.
- Avoid crowds and stay at least 6 (six) feet/2(two) meters (about 2 (two) arm lengths) from anyone who is not traveling with you.
- Wash your hands often or use hand sanitizer (with at least 60% (sixty percent) alcohol).

Alcohol and Drugs Consumption

The Company is an alcohol and drug-free environment. The Drivers are prohibited from manufacturing, distributing, dispensing, possessing, using, or being under the influence of illegal drugs, inhalants, or controlled substances

during the provision of the Transportation Services to you, therefore the Company assumes no responsibility or liability for any injury or damage relating to the use or consumption of illegal drugs, inhalants, or controlled substances by any Driver. Any Driver who violates this section will be subject to disciplinary action up to and including termination of its commercial relationship with us.

If you suspect that a Driver is under the influence of illegal drugs, inhalants, or controlled substances, please immediately do the following:

- Terminate your trip the Driver.
- Call the authorities by dialing 911 or your assistance line, if necessary.
- Report the Driver with us by sending us a message through our Website.

Firearms Prohibition

To ensure the safety of everyone while the provision of Transportation Services through our Safe Rental Platform and have a safe and reliable ride. The Company prohibits the Drivers, you and your companions, from carrying firearms of any kind while the Transportation Services are being provided.

Drivers' requirements and verification

Before any Driver can provide Transportation Services through our Safe Rental Platform, each Driver must meet or have the following requirements ("**Driver's Documentation**"):

- Meet the minimum legal age to drive in the city where the Transportation Services are going to be provided.
- Have licensed driving experience in the US.
- Have a valid US driver's license.
- Have a valid car insurance, (in accordance with the city regulations where the Transportation Services are going to be provided).
- Have or use an eligible vehicle (in accordance with the city regulations where the Transportation Services are going to be provided).

After submitting your Driver's Documentation to us, we will review it along with the Driver's driving records and/or criminal history in the city where the Transportation Services are going to be provided. If applicable, the Driver may be requested to do an in-person interview at our headquarters or specified venue.

Once the Driver's Documentation have been met, the Driver can sign up through our Safe Rental Platform and start providing Transportation Services to the customers.

The Driver shall not authorize any third parties or individuals to use its Driver's account to provide Transportation Services. The Driver is not allowed to provide Transportation Services to individuals under the age of eighteen (18) years old, unless they are accompanied by their parent or legal guardians.

Drivers' commitment

The Driver hereby undertakes to (i) abstain to use the Safe Rental 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 the Company 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, (vi) comply and drive in accordance with the current traffic regulations with jurisdiction where the Transportation Services are being 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 to us 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 Safe Rental Platform.

Your commitment

In the use or access of our Safe Rental Platform and the Transportation Services, you hereby undertake not to cause any kind of discomfort, inconvenience, hindrance or damage to the property or any person, including but not limited to, Driver, your companions and any related or unrelated party while the Transportation Services are being rendered.

In the provision of Transportation Services, any damage caused by either party and its companions, either by altering, affecting, or causing any type of destruction to the vehicle, or, to the physical or mental integrity of the party, in some cases, the damaging party may be charged an inconvenience fee based on the extent and nature of the damage caused to the other party, such fee may be setoff or charge to the applicable user account.

Modification

The Company may amend, supplement or otherwise modify these Terms from time to time, without necessity of your or the Driver's express consent.

Notices

All subpoenas or other legal notices to the Company hereunder shall be in writing and shall be given (i) by personal delivery to the appropriate address as set forth below, or (ii) by reliable overnight courier service (with confirmation) to the appropriate address as set forth below:

Saldivar Multi Rentas Internacionales, LLC
401 East Sonterra Boulevard, Suite 375,
San Antonio, 78158, Texas, USA

Attention to: (Jesus Atanacio Delgado Vaquera).

All such notices or other communications shall be deemed received on the date of receipt by the recipient thereof if received prior to 6 (six) p.m. (Central European Standard Time) and such day is a business day at the place of receipt. Otherwise, any such notice, request or communication shall be deemed not to have been received until the next succeeding business day.

Assignment and Delegation

The Company reserves the right, in its sole and absolute discretion, to transfer, assign, sublicense or promise in any way, any of its rights and obligations under these Terms to a subsidiary, affiliate, successor or third party, without notifying or without receiving your or Driver's consent. You or the Driver may assign your or Driver's obligations or rights or delegate any of your or Driver's duties hereunder to a third party, with the express written consent of the Company.

Waiver

Any delay or forbearance by the Company in exercising any right hereunder shall not be deemed a waiver of that right.

Remedies

The remedies of the Company under these Terms are cumulative and shall not exclude any other remedies to which the Company may be lawfully entitled.

Force Majeure

Any delay or breach by the Company will not be considered a violation of these Terms to the extent that such delay or breach is caused by natural disasters, acts of government or civil or military authority, fire, flood, pandemic, epidemic, quarantine, energy crisis, war or riot or other similar cause beyond the reasonable control of the Company.

Governing Law and Venue

These Terms shall be governed by and construed in accordance with the laws of State of Texas, regardless of the provisions of your or the Driver's choice of law. You or the Driver agree that any legal or equity action arising out of or relating to our Safe Rental Platform or the provision of Transportation Services, including these Terms, will be

filed only in the state or federal courts located in Harris County, Houston, Texas. You or the Driver agree (s) to submit to the personal jurisdiction of said courts for the purpose of litigating any such action.

Last updated: October 7th, 2021