

# PUBLIC OFFER CONTRACT

**Service of rent ordering / car rental through web: [www.hire-auto.biz](http://www.hire-auto.biz)**

The Contractor, which operates under the Act, proposes to enter into this Agreement of public offer (hereinafter - Agreement), the provision of rental / lease vehicles and related services through car rental Web [www.race.com.ge](http://www.race.com.ge) (hereinafter website).

The contract of the public offer is public and under the Civil Code, its conditions are the same for all consumers. Unconditional acceptance of the conditions (payment in any way under the Civil Code) which is the acceptance of the Agreement between the Customer and the Contractor and shall certify the fact of its conclusion.

The contract is mixed, because it contains several conditions of different type contracts

## 1. Definitions and Terms

**Contractor** - a legal entity or individual entrepreneur that provides car rental services and services related for ordering, reservations, booking car rental services on the websites mentioned in this contract.

**Customer** - an individual or legal person (Legal representative), which agreed to the terms of this Agreement in order to obtain a car rental service and / or reservation and payment reservation, car rental and other services for the Driver / Client under the terms of this Agreement.

**Parties** - the combined name of the Customer and the Contractor.

**Driver / Client** - a person specified in the car rent contract and / or signing the contract with the car rental Company and gets the car according to the proof of receipt. Driver / Client can be a person who makes orders on the Website (Customer) and the person listed as the Driver / Client ordering a car and in respect of which provided data of passports, driving licenses and other documents necessary for the contract of car rent and rental conditions listed on the websites. The Driver / the Client and the Customer - can be one person, that is, when the customer conducts service order on the websites by his own and for himself.

**The car rental company** - a legal or individual person that has the appropriate registration documents and permits for activities to provide car rent. The car rental company concludes car rental contract with the Driver / the Client or the Customer and gives the vehicle to him (them), which formalized the rental contract and the proof of receipt of the vehicle. The car rental company and the Contractor may be one person when the Contractor not only serves orders on rent, but also realizes rental contract and falls under the evidence of car rental company mentioned in this contract.

**The owner** - a legal or individual person who is the owner or manager of the vehicle, which rented by the Customer, the Driver / Client based on the order that is made by the Customer. Owner, the Car rental company and the Contractor may be one person; if the person meets the definition specified in this contract, who takes orders, the owner of a rented vehicle and transmits the car to Customer, the Driver / Client by himself under the rental contract and in the proof or receipt.

**Services** - the opportunity to reserve a car rental service, registration of related services through Web sites and other consulting and informational services provided by the Contractor.

**Order form** - a document that gets the customer as the result of a successful checkout of car rent on websites. It indicates the order data: a unique order number, car class and / or model, brand of the car, the date of the order, the rental period, date and place of collecting and returning of the vehicle, the cost of car rent and value of the deposit for the car, last name and other information about the Driver / the Client, the Customer who will get the car and sign the rental contract.

*The Order Form does not give the right to receive the car in case of failure to the Driver of the original passport and driver's license, as well as the submission of outstanding documents or documents which it is impossible to drive in the country of realizing the order, at time of transferring the vehicle by*

*the Customer / the Owner / the Car rental company and in case of the absence of payment for the rental and deposit that have to be paid by the Driver / the Client or the Customer.*

**Car rental contract** - a public contract concluded between the Car rental company on the one side, and the Customer or the Driver / the Client on the other side.

**Proof of receipt** - a document issued when the car is received and give information of the actual transfer of the car by the Car rental company car / the Contractor/ the Owner to the Driver / the Client and / or Customer.

**Website** - Software of the Contractor, which is located in the Internet at [www.race.com.ge](http://www.race.com.ge)

**Details of the Contractor to pay funds** - account information, banking cards, electronic purses of the Contractor listed on the site and owned and / or in the possession of the Contractor. The full data is sent to the Customer by mail, by telephone message or by voice on the phone to prevent fraudulent activities by third parties. These payment details must include only the Contractors data.

**Commission in case of payments according to Contractor's details** - with details of payments Contractor levied under the commission of the contract between the Contractor and the person who provides services related to the conduct of payments: acquiring, banking, other services, providing the opportunity to transfer money to Contractor's accounts.

**Payment for services on the website** - actions of the Customer, third parties aimed at payment for the order, part of the order, which are made through the secure page of the bank, by entering the data of the bank card, expiry date and unique code indicated on the payment card

## 2. Subject of the Agreement

2.1. Under this Agreement, the Customer authorizes, and the Contractor undertakes to provide services for ordering car rent through the website.

2.2. The service is deemed to have been provided by the Contractor and received by the Customer in full size from the moment when the Customer paid according to the details of the Contractor to pay funds.

2.3. By agreeing to the terms of the Agreement, the Customer confirms that closely examined all the clauses of the Contract and the information published on the Web site, including:

- procedure of car ordering, refuse of car rent order, terms of failure and related services through the Website;
- conditions of car rent contract;
- cost of car rental services;
- The other conditions set on the website, which are essential for the conclusion of the contract and the contract of car rent.

2.4. By agreeing to the terms of the Agreement, the Customer confirms its capacity and capability, including 18 years of age (for individual person) the lawful use of credit cards (in case of payment for using it), and realizes the responsibility for the obligations imposed on him as a result of the conclusion of this Agreement.

2.5. By agreeing to the terms of the Agreement, the Customer verifies data filled about the Driver / the Client and himself on the Website.

## 3. The cost of services and payment

3.1. The services of providing a reservation, ordering rental car provided by Customer. This services are payable and is paid as a commission, compensation. The services paid by:

3.1.1 The car rental Company and / or the Owner in case the Contractor, the Car rental company and the Owner are not one and the same person and in case the Customer, the Driver / the Client got the car from the Car rental company, the Owner according to the advanced order through the web-site,

which is between the Car rental company and / or the Owner on the one side and the Customer and / or the Driver /the Client on the other side of the Car rental contract and the car received according to the proof of receipt. In this case, the Contractor remuneration paid by the Car rental company and / or the Owner in the amount and according to the agreement signed between them and the Contractor;

3.1.2 The Customer, by making payment for car rental during ordering or at the end of the checkout for car rental by paying according to the order form, via card, invoice, payment by electronic money transfer, cash, otherwise at the time of order the Web site and / or within the period permitted under the terms of such payment specified on the website or e-mail sent to the Customer;

3.1.3 If the Customer, the Driver / the Client cancel the order with deadlines for free rejection of the order if the order is not paid on the Website or another the Customer, the Driver / the Client. The payment is made in the amounts specified in the rent conditions on the Website;

3.2. During payment, the Customer can manage commission banking institution, companies that provide payment and / or the Customer shall compensate the Contractor commission that was charged with the last banking institution that serves the Contractor in the amount specified when you pay or at the rental conditions on the web.

3.3. Refund in case of rejection of Orders executed in advance before the car received by the Driver / the Client and signing of the car rental contract, which was ordered through the Web site, and if the waiver does not affect the terms and conditions posted on this website and in such denial the specified period, the possible return of funds without paying any fines, fees. This money refund for the order comes in accordance with the rules of payment systems and the conditions set forth in this agreement. Returning of funds in this way, the Contractor does not compensate the Customer, or is entitled to retain from the amount returned to the Customer (if the fee agreement between the Contractor and the payment system is paid by the Contractor of the amount credited to the account) the cost of fees charged at ordering and / or the payment of the order, the cost of fees to cover payment system for Customer refund, the amount of taxes and fees, official fees, if they have to be paid and not reimbursed after returning the money to the Customer.

3.4. Terms of rejection of the order in which possible return of funds paid by the Customer, defined in terms of rental on the Website.

3.5. Terms of payment of Customer's orders are defined on the Website or via e-mail sending.

## 4. The rights and obligations of the Parties

4.1. The Contractor must:

- To provide services under the terms of this Agreement;
- Ensure order and pay for services provided via the Website means of payment;
- Provide consultation on the use of the Website and the Service issued;

4.2. Contractor has the right to:

- Refuse to provide services in connection with the improper performance by the Customer with its obligations under this Agreement.
- Refuse to provide services in connection with not sending data of the Client / the Driver (passport data and driver's license)
- Refuse to provide services in connection with security issues: alcohol or drug intoxicated state of the Driver or suspected drunk suspicion and / or committing fraud or attempts to commit fraud, other crimes.

4.3. Customer must:

- to observe terms and conditions of this Agreement;
- Send by e-mail mentioned on the Web site data on passport, driving licenses of the Driver / the Client
- Take the car within the time and place specified in the order, including a report given circumstances the Driver that is specified in the order

- To have the original documents, allowing to conclude an agreement and use car rent - read terms and conditions of car rent on this web site

4.4. The customer has the right to:

- Require the Contractor to provide the Services in accordance with the terms of this Agreement;

## 5. Liability of the Parties and the procedure for settling disputes

5.1. Responsibility for loss, disclosure or transfer of the order form, contract of car rent takes the Customer.

5.2. The Contractor is not be responsible for non-receipt of the Customer Service under the following conditions:

- Failure of the Customer and / or the Driver / the Client to sign the car rent contract, the proof of receipt of the vehicle;
- Customer unreliability of these data during the registration of services on the Website (name and surname of the Customer, the Driver / the Client date of receipt of the car and etc.);
- Failure to provide passport information and data about the driver's license of the Driver / the Client, which will drive;
- Providing by the Driver / the Client documents, which are not possible for exploitation of transport, including absence in the corresponding category of driving license, different names, the names of the passport and driving license, including different dubbing foreign language;
- Failure to obtain by the Driver / the Client a car through the state that is not allowed for driving, alcohol / drugs, under the influence of drugs. To determine this condition sufficient explanation provided by car rental abnormal situation on the Driver / the Client;
- Other conditions not related to ordering and contract of car rent on the Website.

5.3. All disputes related to the receipt of Customer service, the parties resolved with the use of personal data and the Customer, the Driver / the Client that were given him at registration and payment services on the Website. If the personal information given in a way that does not allow the recipient to install the Service (the Customer, the Driver / the Client) The Contractor is entitled to refuse to investigate the Customer disputes.

5.4. The Contractor is not responsible for non-receipt of Customer order forms due to problems in the hardware and the Customer communication channels. In this case the Customer must apply within 1 hour after payment to the Contractor's Support team for the contacts listed on the main page of the website or in the Contacts section on the Website.

5.5. All disputes that may arise concerning this Agreement or in connection with the performance of his party decided through negotiations and with the written application of the Customer that is sent by post. Pre-trial dispute settlement procedure is mandatory.

5.6. If the parties cannot reach agreement on the contentious issue through negotiations, they are settled in accordance with the Law.

5.7. In all matters that are not regulated in the text of this Agreement shall be governed by the Law.

## 6. The term of the contract

This agreement is valid until 31 December 2027.