



## 1. TERMS AND CONDITIONS

1.1. These terms and conditions (**Terms**) constitute a legal binding agreement between you, whether in your personal capacity or on behalf of an entity (**you**) and LATAM Rides LLC (trading as LATAM Rides), with its registered address at 13640 North Kendall Drive #1264, Miami, FL, Zip Code 33186, United States, trading as LATAM Rides (<https://www.latamrides.com>) (**we, us** or **LATAM Rides**). In addition, the provisions of Section 7 are legal binding on Rental Partners (as defined in Sub-section 1.2) and, to the extent that there is a conflict between the provisions of Section 7 of these Terms and a Rental Agreement (as defined in Sub-section 1.2) the provisions of Section 7 of these Terms will prevail.

1.2 The Terms apply to and regulate your use of the LATAM Rides platform (**PLATFORM**) which is available through the website <https://www.latamrides.com> (**Site**). By accessing the PLATFORM through the Site you can book a vehicle (**VEHICLE**) rental (**VEHICLE RENTAL**) with our partners (**Rental Partner**). The Terms relate solely to the legal relationship between us and you in relation to the PLATFORM. You will also enter in a rental agreement (**Rental Agreement**) with the relevant Rental Partner in relation to the VEHICLE and we will have no liability to you in relation to the breach of the Rental Agreement by the Rental Partner.

1.3 To book VEHICLE RENTAL you must meet the age and other eligibility requirements of the relevant Rental Partner, and you must be a holder of valid identity documents (e.g. passport or national ID card), a driving license and a valid credit card.

1.4 VEHICLE RENTAL can be booked through the Site up to 48 hours prior to the beginning of the rental period. When you make a booking (**Booking**) request you will be asked to make a pre-payment (**Booking Deposit**). Making a Booking Deposit does not guarantee that the Booking is accepted. The Booking is only confirmed once the Rental Partner has approved the Booking and you have received the reservation voucher (**Reservation Voucher**). The Rental Partner reserves the right to decline a Booking or vary it by proposing an alternative Vehicle. The Reservation Voucher will not be sent to you until you have accepted any proposed variation. If you fail to pay the Booking Deposit, your booking will be unconfirmed and may be cancelled by us at any time. If the Booking is not accepted by the Rental Partner, the Booking Deposit will be returned to you.

1.5 When you complete the VEHICLE RENTAL booking form on the Site you will declare that the information you have given is true, that the credit card used for the payment is your own card, and that there is sufficient credit available on it to cover the full cost of the VEHICLE RENTAL which you have booked.

1.6 LATAM Rides may request an additional confirmation of the credit card details you have provided before confirming your Booking. If you fail to provide confirmation of your driving

license details, when requested to do so, or to pay the Booking Deposit, your Booking may be cancelled by the Rental Partner. Additionally, we may deny further access to the Platform to you and claim compensation from you for any losses suffered by us as a result of such failure by you.

1.7 The Reservation Voucher will contain complete information about your Booking, including the VEHICLE details, the amount of the Booking Deposit paid and the balance amount of the VEHICLE RENTAL to be paid, and the contact and meeting point details of the Rental Partner which will provide the VEHICLE that you have booked.

1.8 The Reservation Voucher must be presented by you to the Rental Partner upon VEHICLE collection on a piece of paper or displayed on a mobile device. You will not be entitled to compensation, if the VEHICLE RENTAL service has not been provided to you due to your failure to provide the Reservation Voucher when requested. You will also not be entitled to compensation if you fail to contact the Rental Partner or LATAM Rides immediately, if you are not able to locate the Rental Partner representative at the meeting point. You should only contact LATAM Rides if you are unable to contact the Rental Partner directly.

1.9 The Booking Deposit will not be refundable if you cancel your Booking 24 hours or less before the starting rental time, or if, in our opinion, you have materially breached these Terms. If there are sums to be refunded to you, the refund will be made after deduction of any amounts paid by us for any administrative and bank fees as well as any charges for order cancellation or amendment applied by the Rental Partner.

1.10 A confirmed Booking may only be changed within the cancellation period permitted by the Rental Partner in relation to your Booking, and if such change is confirmed by us by email to your specified contact e-mail address. We will apply the following administrative charges, if you modify your Booking: first change - free of charge, second and subsequent changes – 30 USD. Our administrative charges are in addition to any charges which may be applied by the Rental Partner as a result of the requested changes.

1.11 The extension or reduction of the rental period of a Booking following your collection of the VEHICLE can only be made in accordance with the terms of the Rental Agreement and must be requested directly from the Rental Partner.

1.12 The minimum period for VEHICLE RENTAL is 24 hours.

1.13 RIDERLY advertises certain VEHICLE models on the Site but cannot guarantee that you will receive the same model and brand from the Rental Partner. The Rental Partner will make reasonable efforts to provide the VEHICLE indicated on the Reservation Voucher. However, if necessary and subject to availability the Rental Partner may replace it with a similar one of the same or higher class at the same pricing conditions. You will not be entitled to compensation from LATAM Rides in such a circumstance but you may be entitled to compensation from the Rental Partner pursuant to the terms of the Rental Agreement.

## **2. PRICES AND PAYMENT METHOD**

2.1 The prices for the VEHICLE RENTAL service are published on the Site and are effective as of the time of your Booking. The VEHICLE RENTAL cost will be confirmed in the Reservation Voucher. If, for any reason, the Booking price has not been properly registered in the course of your Booking, you will receive an additional notification regarding any change in the pricing. You may then accept or cancel the Booking through the Site. If a Booking is cancelled we will refund the Booking Deposit in full but will not pay any additional compensation to you.

2.2 The VEHICLE RENTAL price is stated in the Reservation Voucher which forms an inseparable part of the Rental Agreement.

2.3 Upon signing the Rental Agreement with the Rental Partner, in addition to the balance the rental price due, the Rental Partner may request payment for any additional services that you have requested, including, without limitation, VEHICLE insurance, additional helmets etc.).

## **3. INSURANCE AND EXCLUSIONS**

3.1 The insurance cover for the Booking is provided to you by the Rental Partner and not by LATAM Rides. Please note that the insurance included in the Rental price may not cover the following:

- loss or theft of your personal belongings;
- loss of keys and documents of the VEHICLE;
- damage to the VEHICLE;
- damages caused by the transportation of dangerous goods;
- damages caused by riding off-road and towing other vehicles;
- Changed, damaged, flat or cut tyres;
- damage caused by unlicensed and unauthorized drivers;
- damage caused while riding under the influence of alcohol or other intoxicants;
- damage caused by inappropriate repair work not approved by the Rental Partner;
- damages caused as a result of using fuel which does not meeting the standards and requirements for the VEHICLE;

- damage caused outside the territory to which the Booking relates if the Rental Agreement does not allow you to take the VEHICLE outside the Territory;
- theft of the VEHICLE if the Rental Agreement does not include theft protection; and
- loss of, or damage to, additional equipment provided to you and described in the Rental Agreement and in the VEHICLE inspection report (e.g. GPS navigation device, riding gear, helmet, luggage rack, luggage carriers, panniers, pedals, pump, chain lock, luggage straps, camera, intercom, etc.) (**Inspection Report**).

3.2 The amount of your liability in the event of a traffic accident or theft of the VEHICLE is itemized in the Reservation Voucher. You will be required to follow the accident protocol set out in the Rental Agreement and as otherwise advised to you by the Rental Partner. Otherwise, you will be responsible for the full amount of the damage to the VEHICLE and, in case of theft, for the full replacement value of the BIKE.

3.3 The Rental price does not include cost of the fuel. Unless agreed otherwise with the Rental Partner, you will return the VEHICLE with the same amount of fuel in the fuel tank as when you received it. Otherwise, you will pay the cost of any top-up required at the price fixed in the Rental Agreement.

3.4 The rental price does not include fines or any other penalties imposed by the relevant traffic control authorities on you or other people driving the VEHICLE during the rental period for non-compliance with the traffic laws or regulations in the country in which the VEHICLE is driven.

3.5 All online credit card payments made on the Site will be made through Stripe, a secure payment services provider that lets merchants accept credit and debit cards. Your personal information will remain strictly confidential. How we handle any personal data collected from you and your rights in relation to such personal data are set out in our privacy policy which can be found at in our Privacy Policy.

3.6 The full Rental price and any additional fees relating to the Booking as adjusted for the Booking Deposit will be payable to the Rental Partner upon receipt of the VEHICLE and your execution of the Rental Agreement. Payments by credit card or wire transfer may be subject to additional bank processing fees applied by the Rental Partner.

3.7 If you do not pay the amounts due upon receipt of the VEHICLE when requested to do so, the Booking will be considered cancelled due to your fault. In this case the Rental Partner is entitled to receive compensation from you for the unexecuted Rental Agreement up to the full amount of the Booking. You shall not be entitled to a refund of the Booking Deposit.

3.8 In the event of fraud or unauthorized use of your credit card details by third parties as a result of your use of the credit card on the Site, LATAM Rides will have no liability to you for

such fraudulent use. Banks and credit card issuers will typically compensate you for any losses sustained in this circumstance.

#### **4. PICK-UP AND RETURN OF THE VEHICLE**

4.1 The VEHICLE will be delivered to you in good technical condition with the equipment and appearance described in the Inspection Report, which will form part of the Rental Agreement. When you return the VEHICLE its condition must be the same as set out in the Inspection Report. Missing items and damage to the rental equipment (GPS navigation device, riding gear, helmet, luggage rack, luggage carriers, panniers, pedals, pump, chain lock, luggage straps, camera, intercom, etc.) are not covered by the insurance and you will be responsible for the full replacement cost. If the VEHICLE is returned unclean you will pay all cleaning costs.

4.2 You will collect the VEHICLE at the place and the time specified in the Reservation Voucher. The Rental Partner may, in its discretion, terminate your Rental Agreement if you fail to collect the VEHICLE within 2 hours of the specified collection time. If you fail to find a representative the Rental Partner at the meeting point you should immediately call the phone numbers of the Rental Partner provided in the Reservation Voucher. Only if you are unable to contact the Rental Partner can you call the LATAM Rides using the contact details set out in the Reservation Voucher. If a call with, or email to, the Rental Partner or LATAM Rides is not registered, your Booking will be deemed cancelled due to your failure to appear. In this case you will not be entitled to compensation and you will be responsible for payment of the full amount of the Booking.

4.3 Neither LATAM Rides nor the Rental Partner will have any liability for losses suffered by you as a result of delay (e.g. missed flight, train, bus) when collecting or returning the VEHICLE.

4.4 Upon collection of the VEHICLE, you will present a valid driving license, a valid identity document (a national ID card or passport) and a valid credit card in your name. In some countries you might need to present an International Driver's License (IDL or IDP), if required by law. If you are unable to submit all the above documents and a valid credit card the Booking will be considered cancelled due to your fault and you will pay LATAM Rides and/or the Rental Partner the full amount of the Booking as compensation.

4.5 You will return the VEHICLE in the same condition as you collect it with all vehicle documents at the agreed time and place, specified in the Rental Agreement. The time and place of return of the VEHICLE will be confirmed with the Rental Partner, at least 24 hours in advance. Neither LATAM Rides nor the Rental Partner will be liable to you for any losses that you may suffer due to delay in returning the VEHICLE.

4.6 If you delay the return of the VEHICLE to a time which is more than 60 minutes from the time specified in the Rental Agreement, you will pay a default amounting to 1 day's rental payable upon return of the VEHICLE. A delay of more than 2 hours may result in the Rental Agreement being voided, at the discretion of the Rental Partner, and the application of standard daily rates

to the period of Rental if such rates are higher than the Rental price charged under the Rental Agreement.

4.7 Failure to return the VEHICLE for more than 24 hours from the time specified in the Rental Agreement for whatever reason, will be considered a misappropriation of the VEHICLE and the Rental Partner will be entitled to inform the relevant police authorities of your failure to return the VEHICLE. In addition, upon your eventual return of the VEHICLE you will pay the standard full daily rental amount for the VEHICLE from the contractual return date set out in the Rental Agreement up to the actual return date and any other additional charges for late return.

4.8 Rental Partners reserve the right to discontinue the Rental, and collect the VEHICLE at any time, without notice and at your expense, if the VEHICLE has not been used in accordance with these Terms and/or the terms of the Rental Agreement. Neither LATAM Rides nor its Rental Partners bear any responsibility for any additional costs incurred by you and other members of your party as a result of termination of the VEHICLE RENTAL.

4.9 LATAM Rides and its Rental Partners reserve the right to withhold the VEHICLE RENTAL if you and/or your party's behaviour is disruptive in any way and/or affects the safety of third parties. LATAM Rides and its Rental Partners will bear no responsibility for any additional costs incurred by you and your party due to not providing the VEHICLE RENTAL.

4.10 If you fail to sign the Inspection Report upon return of the VEHICLE, it will be signed unilaterally by the representative of the Rental Partner and by a witness attesting the refusal. The findings in the Inspection Report will be binding on you, despite your refusal to sign it and can be used as evidence in court proceedings.

4.11 If the VEHICLE fails to operate due to a manufacturing defect or natural wear and tear, the Rental Partner will repair the VEHICLE or replace it. If the Rental Partner does not have a suitable VEHICLE to replace the one booked, they will provide you with transportation to the point of return of the VEHICLE as set out in the Rental Agreement and you will be entitled to recover the amount for the remaining days of rental. No further compensation due will be due to you from either the Rental Partner or LATAM Rides.

4.12 In case of VEHICLE replacement due to damage caused by you, you will be responsible for paying all costs relating to the replacement of the VEHICLE and the rental cost for the out-of-service period of the damaged VEHICLE. Rental Partners reserve the right to refuse a replacement VEHICLE if you are found to have been in breach of these Terms and/or the Rental Agreement.

## **5. DAMAGE NOTIFICATION**

5.1 In case of an accident, injury or damage you will take all necessary measures for saving, limiting and reducing the damage to the VEHICLE, in accordance with the requirements of the VEHICLE's insurance coverage. In case of default, damage, theft or missing parts in the VEHICLE you will pay a one-time fee as set out in the Rental Agreement.

5.2 In case of a traffic accident, damage or theft of the VEHICLE you will immediately notify the Rental Partner, or failing that, LATAM Rides, and the police authorities regardless of whether you are the party at fault. You will be responsible for obtaining a full police report in respect of such incident. If you fail to provide the Rental Partner with such report you will have full responsibility for any loss or damage to the VEHICLE or for its replacement, as the case may be.

5.3 Upon returning the VEHICLE with damage or parts missing, the insurance deposit listed in the Rental Agreement will be kept by the Rental Partner, and the VEHICLE will be sent for inspection by an authorized service shop. Upon completion of the examination, the Rental Partner will notify you (at the email address provided in the Booking) and issue an invoice for the cost of the repair work to the VEHICLE.

## **6. YOUR DUTIES AND RESPONSIBILITIES**

6.1 You are required to:

6.1.1 take care of the VEHICLE and to ensure the normal operation of the engine;

6.1.2 monitor all vehicle operational fluids - oil and coolant level, and not to leave the vehicle unattended or unlocked;

6.1.3 not leave the keys and documents inside the VEHICLE; and

6.1.4 use the VEHICLE for its intended purpose and with a due diligence.

6.2 In the event of termination of the Rental Agreement you will return the VEHICLE to the Rental Partner in the condition it was received by and without any damage or defects.

6.3 You are further required to notify LATAM Rides when submitting the Booking if you intend to travel with extra luggage in order to ensure a VEHICLE of appropriate size is provided.

6.4 In case you experience any issues with the VEHICLE RENTAL, you will immediately notify the Rental Partner, or in default, LATAM Rides, using the contact details provided in the Reservation Voucher. LATAM Rides and its Rental Partner will do everything possible to resolve any issues with the minimum of fuss. If you fail to inform the Rental Partner or LATAM Rides promptly once an issue arises and you do not provide a contact phone number, it will affect the ability of the Rental Partner or LATAM Rides to resolve the issue and neither we nor the Rental Partner will have any liability to you in respect of a failure to resolve an issue in a timely manner.

6.5 You are fully responsible for any violations and fines imposed while using the VEHICLE as well as for any possible consequences incurred as a result of the breach of the laws of the relevant country in which the VEHICLE has been driven. All fines will be payable by you within 1 week of receipt of a written notice from the Rental Partner or LATAM Rides sent to the e-mail address provided by you in the Booking.

6.6 You will be fully responsible for the use of the VEHICLE by any third party which is not a party to the Rental Agreement.

6.7 It is forbidden to carry children under 12 years of age on the back seat of a VEHICLE, which is a motorbike or scooter. All riders must wear protective helmets.

6.8 You are not entitled to use the VEHICLE:

- if under the influence of alcohol or drugs;
- for competitions, sports events and driving off-road (unless specified);
- for tests and experimental driving;
- for rent to, or use by, third parties;
- to carry passengers and goods for commercial purposes;
- for the furtherance of criminal activity; or
- for transportation of dangerous goods and towing other vehicles.

6.9 You are not entitled to travel abroad from the Territory with the VEHICLE without the requisite insurance coverage and without the express consent and written authorization of the Rental Partner. If the Booking involves traveling abroad with the VEHICLE, you must confirm with the Rental Partner the VEHICLE insurance terms and conditions for the countries you will travel to.

6.10 Neither LATAM Rides nor its officers, directors, employees, agents, subsidiaries or affiliated companies, partners are not responsible for any criminal, special, indirect or consequential loss or damage, loss of production, loss of profit, loss of revenue, loss of contract, loss or damage to/of goodwill or reputation:

- for any inaccuracy related to the web pages of the Site;
- for VEHICLE RENTAL services or products offered;
- for any damages, losses or expenses incurred by you as a result of or in connection with the use, inability to use or delay of LATAM Rides or its Rental Partners' services; or
- for any (personal) injury, death, property damage or other (direct, indirect, special, consequential or criminal) damages, losses or expenses incurred or for which you have been held accountable, or is paid by you, regardless of whether it is due to (legal) actions, errors, unkept commitments (total) failure, deliberate crime, omissions, default, distortions, legal offence or breach of official duties (full or partial) (its employees, directors, agents, representatives or affiliated companies); including any (partial) cancellation, overbooking, strike, force majeure or any other event beyond LATAM Rides' control (e.g. war, threat of war, terrorist activity and its consequences or the threat of such activity, riots, the effect of any government or other national or local authorities, industrial accidents, strike, natural or nuclear disaster, fire, adverse weather conditions, traffic accidents, etc.).



## **7. RENTAL PARTNER'S LIABILITIES AND RESPONSIBILITIES / EXCLUSION OF OUR LIABILITY**

7.1 Our Rental Partners agree to be bound by the terms of its Rental Agreement with you.

7.2 In the event that a Booking price on the Platform states that it includes the price of a specified extra (e.g. GPS, additional helmet etc.) the Rental Partner will be obliged to provide such specified extra at the time of collection of the VEHICLE and will not be permitted to charge any additional fees at the time of collection once the BOOKING price has been paid in full. LATAM Rides will have no liability to you in relation to the breach of this Sub-section 7.2 by the Rental Partner.

7.3 The Rental Partner is obligated to accept payment of the balance of the BOOKING price at the time of collection by you via the one of the payment methods advertised by it on the Site. The Rental Partner will not be permitted to require payment via any other method. LATAM Rides will have no liability to you in relation to the breach of this Sub-section 7.3 by the Rental Partner.

7.4 The Rental Partner is responsible for the accuracy and veracity of all information posted on the Site or otherwise provided to you in relation to a BOOKING, in particular VEHICLE specifications (e.g. year of manufacture and mileage), RENTAL requirements (including age restrictions, license requirements) and other terms and conditions (including mileage restrictions, current pricing etc.). Following your making of a BOOKING, the Rental Partner will be responsible for requesting any additional information which it requires in relation to the BOOKING directly from you and it will be solely responsible to you for its failure to do so. LATAM Rides will have no liability to you in relation to the breach of this Sub-section 7.4 by the Rental Partner.

7.5 The Rental Partner will be solely responsible for ensuring that the VEHICLE and requisite personnel are available at the agreed time and place of collection of the VEHICLE by you. LATAM Rides will have no liability to you in relation to the breach of this Sub-section 7.5 by the Rental Partner.

7.6 The Rental Partner agrees to be bound by the BOOKING price and, once the BOOKING DEPOSIT has been paid, it will not attempt to contact you for the purposes of offering you a revised BOOKING price in relation to the VEHICLE in an attempt to circumvent the Rental Partner's obligations to LATAM Rides.

7.7 While LATAM Rides exercises reasonable care and diligence in relation to the use of the PLATFORM by Rental Partners, LATAM Rides will have no obligation to you, other than repayment of the BOOKING DEPOSIT, in the event that a Rental Partner ceases trading following the making of your BOOKING but prior to your collection of the VEHICLE.

## 8. MISCELLANEOUS

8.1 These Terms are published on the Site, and may be amended by LATAM Rides at any time and the changes will be published online and thus available to you. The Terms are effective as of the time of your Booking and are deemed to be accepted by you at the time of Booking.

8.2 These Terms together with the Reservation Voucher, the Rental Agreement and the Inspection Report constitute the entire agreement by and between LATAM Rides and/or its Rental Partners and you. By ticking "I agree with the Terms and Conditions" in the online booking form, you confirm that you have read the Terms, understood their content, agreed and officially accepted them.

8.3 The correspondence between LATAM Rides and you will be organized as follows:

For us – the e-mail address: [latamrides@gmail.com](mailto:latamrides@gmail.com).

For you – the e-mail address provided in the booking form.

8.4 The date of receipt of an e-mail message is the date of receipt in the LATAM Rides mailbox or the first working day if the message is received during weekends or public holiday.

8.5 Any disputes between you and us related to these Terms will be resolved in good faith and mutual understanding, and if this is not possible the dispute will be referred to the courts of Miami, Florida. The applicable law for resolving disputes is the law of United States of America.