

Terms of service

Last Revision date these Terms of service: 12.10.2023

1 Introduction

1.1 Key points

Rentality ("Rentality", "we" or "us", and "platform") provides a blockchain-based online car-sharing platform that connects vehicle owners (hereinafter Hosts or users) with travelers and locals (hereinafter Guests or users) who wish to book these vehicles. Rentality is available online, including at rentality.xyz as well as in the form of an application for mobile devices. Rentality uses blockchain technology to organize its online platform, record and store data. Rentality's websites, blogs, mobile applications and related services are collectively referred to as the "Services". By accessing or using the Services, including communicating with us or other Rentality users, you agree to comply with and be legally bound by the provisions of these Terms of Service (these "Terms of Service" or "Terms" or "Services"). These Terms govern your access to and use of the Services and constitute a binding legal agreement between you and Rentality.

The Prohibited Activities and Cancellation Policy documents published on the Rentality website, detailing the prohibited activities when using the Services and declaring the conditions for canceling reservations and trips, are an integral part of these Terms and Conditions and the Agreement between the Guest and the Host.

These Terms, together with the Cancellation Policy, Prohibited Activities, Privacy Policy constitute the "Agreement" between you and Rentality (each a "Party" and collectively, the "Parties").

The guest who booked the trip on the Rentality platform is recognized as the "Primary Driver" and is liable under these Terms and Conditions, whether or not he or she was personally driving the vehicle.

1.2 Modification of information in this document

Rentality reserves the right, in its sole discretion, to make changes to the Services or the Agreement, including these Terms, at any time. If we make changes to these Terms, we will post those changes. We will also update the "Last Revision" date at the top of these Terms. If you continue to access or use the Services after posting changes or receiving notice of changes, this will constitute your agreement to be bound by the modified terms. If the modified terms are unacceptable to you, you may stop using and accessing the Services and terminate your Rentality account within 30 days. If you choose to close your Rentality account, the previous applicable terms of these Terms will apply if you do not use the Services for the 30-day period.

2 Eligibility, enrollment, verification

2.1 Eligibility

The services of the Rentality platform are only intended for guests who meet the age requirements of the place where the car was booked, but are at least 18 years old and for hosts who are at least 21 years old. The use of our services by persons who do not meet these age requirements is prohibited. It is prohibited for anyone under the age of 13 to use the services in any way.

2.2 Registering for a Rentality account

In order to access certain features of the Services, you must register an account with us ("Rentality Account", also hereinafter referred to as an account or user profile). You may create a Rentality Account by providing us with your first and last name and e-mail address.

When registering on the Rentality platform, Guests and Hosts are required to connect a cryptocurrency wallet, such as Metamask or another cryptocurrency wallet available at the time of registration on the platform. The cryptocurrency wallet is required to make payments and receive funds on the Rentality platform in cryptocurrency.

When using a cryptocurrency wallet, please pay attention to the security of your wallet and keep your secret keys in a safe place. Rentality is not responsible for the loss or theft of cryptocurrency related to the use of cryptocurrency wallet.

When you book a vehicle as a Guest, you provide us with certain additional information about yourself. Similarly, when you list a vehicle as the owner or host of a vehicle, you provide us with certain additional information about yourself and your vehicle.

You must provide accurate, up-to-date and complete information during the registration, booking and/or listing process by first going through the KYC (Know Your Customer) process.

You must periodically update your Rentality account. Based on the information you provide, Rentality may impose additional requirements on you when you book your trip (e.g. deposit).

Rentality may use verification technologies such as CAPTCHA or similar methods to combat spam and misuse of the Services.

2.3 Qualification requirements for Guests and Hosts

Requirements for guests

Guests must have a valid driver's license issued at least three years prior to the rental start date. Guests must be physically and mentally fit to drive safely.

Guests must not have a medical contraindication to driving that could jeopardize their own safety or the safety of other road users.

Guests may be subject to a credit rating check to determine their ability to pay and the reliability of returning the vehicle. Rentality reserves the right to refuse to rent a car to a Guest based on a low credit rating or other financial indicators.

Guests must not have active traffic violations or unpaid fines on official local registries. Rentality reserves the right to refuse to rent a car to a Guest based on the presence of serious traffic violations or unpaid fines.

Vehicle requirements

Before you begin the listing process, make sure your vehicle qualifies.

The vehicle must be a suitable passenger vehicle, registered to you or the owner who authorized you to list your vehicle, and meet all local legal requirements.

Ineligible vehicles include, but are not limited to, motorcycles, limousines, vans, vehicles seating more than 10 people (nine passengers and the driver), RVs, vehicles requiring a commercial license, three-wheeled vehicles, scooters, and scooters.

The vehicle must have permanent, temporary or similar license plates.

Vehicle condition: be no more than 15 years old with less than 150,000 miles on the platform at the time of listing.

You should maintain your vehicle and continue to meet maintenance and safety standards as your vehicle ages.

Once listed, vehicles that begin to exceed 150,000 miles may remain on the list if they are in excellent condition and continue to meet all legal, safety, and mechanical standards.

The vehicle must have a fair market value of up to \$200,000.

The car must be insured, the insurance policy must authorize the car to be shared.

2.4 Verification and KYC

When registering on the Rentality platform, Guests and Hosts are required to go through a KYC (Know Your Customer) process, which aims to confirm their identity and ensure the security of our platform.

The KYC procedure may include the following steps:

Providing full name, residential address, date of birth, phone number and e-mail address.

Providing scanned copies of the user's identity documents, such as a passport or driver's license. This allows you to verify that the data provided corresponds to the real person.

Verification of proof of residence address.

In addition, the KYC process may include a reputation check on the user, including checking for criminal records or links to criminal organizations. This is done to ensure the security and trust of our platform.

Rentality undertakes to process the data provided in accordance with applicable data protection and privacy laws. We do not store or pass on this data to third parties.

Please note that failure to provide the required data or providing false data may result in restricted access to our platform or denial of service.

2.5 Permission to analyze credit rating.

When you attempt to book or display a rental vehicle, or at any time after Rentality reasonably believes there may be an increased level of risk associated with your Rentality account, you hereby authorize Rentality to examine your publicly available credit rating.

Rentality has the right to collect and analyze the credit rating of the Guest and Host for the purpose of assessing their reliability and ability to meet financial obligations. The credit rating analysis may include a review of payment history, credit reports and other financial data in publicly available registries.

Guest and Host consent to the collection and analysis of their Rentality credit rating in order to assess their trustworthiness and ensure the safety and security of the platform.

Rentality undertakes to process and store the Guest's and Host's credit rating in accordance with applicable data protection and privacy laws. The information on the Guest's and Host's credit rating is used solely for the purpose of evaluating the reliability and security of the Rentality platform and is not passed on to third parties.

2.6 Insurance and protection plans

Rentality is not an insurance company and does not insure hosts and guests. Rentality also does not organize protection plans for Guests and Hosts for travel and vehicles respectively.

Insurance Liability:

Rentality does not provide insurance coverage for Guests and Hosts. Guests and Hosts are solely responsible for obtaining appropriate insurance coverage for their travel and vehicles, respectively.

Guests need to secure travel insurance coverage for their trips to protect themselves and their belongings during the rental period.

Hosts are responsible for obtaining comprehensive insurance coverage for their vehicles and must carry their own auto insurance policy for any vehicle to protect against any damage or accidents that may occur during the guest's rental period and must meet all minimum levels of insurance required by law.

Risk recognition

- a. Guests and Hosts acknowledge and understand that Rentality assumes no responsibility for accidents, damages or losses that may occur during the rental period.
- 6. Guests and Hosts are solely responsible for assessing and managing the risks associated with their participation in carsharing activities on the Rentality platform.

Compliance with laws and regulations

- a. Guests and Hosts must comply with all applicable laws, regulations and insurance requirements related to carsharing activities on the Rentality platform.
- 6. Guests and Hosts are responsible for ensuring they have the necessary licenses, permits and insurance coverage as required by local authorities.

Compensation

Guests and Hosts agree to indemnify themselves and at their own expense and hold Rentality Platform, its affiliates and employees harmless from any claims, damages, liabilities or expenses arising out of or related to the use of the Rentality carsharing platform.

This indemnity includes, but is not limited to, any claims arising from accidents, personal injury, property damage or any other incident that may occur during the rental car period.

By using our car sharing platform, you confirm that you have read, understood and agreed to these terms and conditions of insurance. If you do not agree with any part of these terms and conditions, please refrain from using our services.

3 Mutual settlements between Guest, Host and Rentality

3.1 Payments and mutual settlements in cryptocurrency

Rentality facilitates transactions between Guests, Hosts and the platform using cryptocurrency as the preferred payment method.

Cryptocurrency payments are processed using digital wallets and utilize blockchain technology on the Rentality platform.

Guests and Hosts need to set up their own cryptocurrency wallets to send and receive payments through Rentality.

Rentality does not provide cryptocurrency wallets or store user funds. Guests and Hosts are responsible for the safe management of their wallets.

Rentality uses standard security measures to protect the integrity and confidentiality of cryptocurrency transactions.

Guests and Hosts are responsible for securing their cryptocurrency wallets and taking the necessary precautions to prevent unauthorized access.

Rentality may provide exchange rate information for cryptocurrency transactions, however the exchange rate is subject to market fluctuations and may change during the trip, the exchange rate for cryptocurrency transactions is fixed at the time the guest books the trip and upon completion of the trip the exchange rate at the time of booking is used for settlement.

Guests and Hosts are responsible for any fees, commissions and charges related to currency conversion or exchange.

Guests and Hosts must comply with all applicable laws, regulations and tax obligations related to cryptocurrency transactions on the Rentality platform.

Rentality does not provide legal or financial advice, Guests and Hosts may seek professional advice from independent experts regarding their cryptocurrency transactions.

3.2 Principles of smart contract operation

Principles of smart contract

Rentality uses smart contract technology to automate transactions between Guests, Hosts and the platform. The smart contract ensures that payments between Guests and Hosts are automatically processed in cryptocurrency using digital wallets and blockchain technology on the Rentality platform. The platform's fees are also calculated automatically based on the smart contract algorithms, eliminating human intervention and ensuring transparency.

Safety and reliability

Rentality utilizes robust security measures to protect the integrity and confidentiality of smart contract

transactions. The use of blockchain technology ensures that transactions are protected from unauthorized access and are resistant to fraud or manipulation. Guests and Hosts are responsible for the security of their cryptocurrency wallets and for adhering to best practices for securing their cryptocurrency wallets.

3.3 Payment for car rental, payment to the host and commission of the Rentality platform

When a Guest makes a booking and payment on Rentality, the smart contract automatically transfers the payment from the Guest's wallet to the Rentality Platform wallet. The payment is securely processed and recorded on the blockchain, providing a transparent and immutable record of the transaction. When the Guest completes the trip, Rentality's commission is automatically deducted from the payment and the remaining amount is transferred to the Host's wallet at the moment the Host confirms the trip closure.

3.4 Collection and payment of mandatory assessments and fees

Rentality does not collect any sales or turnover taxes from Guests or Hosts. Guests and Hosts are solely responsible for complying with all applicable tax laws and regulations, including any taxes related to their car sharing activities. Rentality is not responsible for the tax obligations of Guests or Hosts and does not provide tax advice.

Rentality acts solely as a marketplace, facilitating communication between Guests and Hosts. Rentality's responsibility is limited to fulfilling its obligations as a platform, ensuring the correct functioning of the website and providing support to users.

4 Taxes - liability, assessment and payment

Rentality is not responsible for any tax liability or obligation incurred by Guests or Hosts as a result of their car sharing activities.

Rentality does not and is not responsible for accounting, calculating or paying taxes on behalf of Guests or Hosts.

Guests and Hosts are solely responsible for keeping accurate records of their car sharing activities for tax purposes. Guests and Hosts are responsible for independently completing and filing all required tax returns in accordance with the rules and regulations of their respective jurisdictions. Guests and Hosts must comply with all applicable laws, regulations and tax obligations related to their car sharing activities.

All participants are individually and separately responsible for paying all necessary tax payments in accordance with local tax laws applicable to their country of incorporation.

Rentality does not provide tax advice. Participants are advised to seek professional advice from qualified tax professionals regarding their specific tax obligations and requirements.

5 Obligations platform user

5.1 Acceptance of terms, policies and standards

You agree that you will always use your Rentality account and Platform Services in accordance with these Terms, applicable local law and any other policies and standards provided to you by Rentality.

5.2 Account activity

You are and will remain solely responsible for all activities that occur through your Rentality account. Keep your Rentality account information, including your password, appropriately secure. You agree that you will not disclose your password to any third party and that you will be solely responsible for any actions or activities under your Rentality account, whether or not you authorize such actions. You will notify Rentality immediately of any actual or suspected unauthorized use of your Rentality account. We will not be liable for your failure to comply with this paragraph or for any delay in closing or protecting your Rentality account unless you notify us of the unauthorized access.

6 Content from platform

6.1 Content license and user-generated content.

Subject to your compliance with the provisions of these Terms, Rentality grants you a limited, revocable, non-exclusive, non-transferable license to access and view any Rentality Content and/or User Content to which you are permitted to access, solely for your personal and non-commercial purposes. You may not sublicense the license rights granted herein. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by Rentality or its licensors, except for the licenses and rights expressly granted in these Terms.

6.2 User-generated content.

We may, in our sole discretion, allow you to post, upload, publish, submit or transmit content through the Services, such as photos of you and your vehicle(s), reviews, testimonials and descriptions of you, your vehicle or trip. By providing access to any content on or through the Services, or through Rentality's advertising campaigns, you grant Rentality a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free license with the right to sublicense, use, view, copy, adapt, modify, distribute, transmit, publicly display, publicly perform, transmit, broadcast, access, view and otherwise exploit such content including to promote the Service platform.

6.3 Copyright protection.

We respond to notices of alleged copyright infringement and terminate the Rentality accounts of repeat infringers. If you believe a user is infringing your copyright, please notify us immediately.

7 Prohibited acts

In connection with your use of or access to the Rentality Services, you agree that you will not advocate, encourage, solicit or assist any third party:

7.1 Breaking any law, including:

Violate and/or circumvent any local, state, provincial/territorial, regional or national law or other statute or regulation or any court order, including but not limited to airport/train station/station and tax regulations, licensing or registration requirements or the rights of third parties.

Publish false, inaccurate, misleading, defamatory or libelous content.

Infringe copyright, reproduce, perform, display, distribute, redesign or prepare derivative works based on content that is owned by or licensed to Rentality or that is derived from the Services and owned by another Rentality user or a third party, including works that are subject to any copyright, trademark, patent or other intellectual property, privacy, publicity, moral or contractual rights, unless there is a prior written agreement with Rentality to do so.

7.2 Cause reputational harm or otherwise damage the Rentality brand in any way, including:

Through unauthorized use of the Services and/or User Content.

Registration and/or use of "Rentality" or derivative terms in domain names, trade names, trademarks or otherwise.

Registration and/or use of domain names, trade names, trademarks, social media account names or other means of identification that closely mimic or are confusingly similar to Rentality's domains, trademarks, slogans, advertising campaigns or Rentality and/or user-generated content.

7.3 Provide or send any false or misleading information, including:

Fictitious name, date of birth, driver's license information, payment method, insurance or other personal information.

Regarding a claim (e.g., false information about vehicle damage).

Registering a Rentality account on behalf of an individual other than you or the company you represent.

Impersonation of another natural or legal person, as well as falsification or other misrepresentation of oneself or one's affiliation with a natural or legal person.

7.4 Failure to fulfill its obligations, including:

Failure to pay fees, fines, or other amounts owed to Rentality or another user.

Failure to fulfill the obligations of both guest and host to timely deliver, provide or return any vehicle and ancillary services unless you have a valid excuse.

Use the Rentality platform to find a guest or host and subsequently make car rental transactions outside of the Rentality platform.

Transfer your Rentality user account to another person without our consent.

Leave the vehicle unlocked or running with keys inside.

7.5 Cause harm or threaten to cause harm to users of our community, including:

Harass or defame any other Rentality user, or collect or store any personal information about any other user, except for purposes related to transactions as a host or guest under these Terms.

Engage in physically or verbally abusive or threatening behavior.

Use the Services to transmit, distribute, publish or make available any information regarding any other person or entity, including but not limited to, photographs of others without their permission, personal contact information, payment method information or account numbers.

Treat people with discrimination and negative attitudes based on what they look like, who they like, what they believe, how they identify, where they are from or when they were born. Discrimination of any kind is not tolerated in the Rentality community.

To sue or bring an action against Rentality or a Rentality user in any manner prohibited or not permitted by these Terms.

7.6 Use of the platform and content for other than its intended purpose, including:

Contact another Rentality user for any purpose other than booking, and vehicle rental, or vehicle placement.

Commercialize for personal use any content found on the Rentality platform, Rentality software, or other Rentality information resources.

Collect and store information about users without their and our consent.

Recruit or otherwise solicit any user to join third-party services or websites that compete with Rentality without our prior written consent.

7.7 Interfere with the operation of the platform, including by:

Interfering with other users' lists

Use of the Rentality platform and applications in connection with the distribution or publication of unsolicited commercial messages (e.g., spam, untargeted advertising and promotion unrelated to car rental)

The spread of viruses or any other technologies, such as cancellation bots, Trojan horses, malicious code, denial of service attacks, backdoors, packet or IP address spoofing, spoofed routing or email address information, or similar methods or technologies that may disrupt or interfere with the operation or provision of the Services or harm Rentality or the interests or property of others.

Interfering with the Services or placing an unreasonable or disproportionately large load on our infrastructure.

Systematically obtaining data or other content from the Services to create or compile, directly or indirectly, a collection, compilation, database, catalog, or the like, whether by manual methods or through the use of bots, scanners, spiders, or otherwise.

Use, display, mirroring or design of the Services or any single element of the Services, Rentality's name, any Rentality trademark, Rentality logo or other proprietary information, and the layout and design of any page or form contained on a Services page. without the express written consent of Rentality.

Accessing, tampering with, or using restricted areas of the Services, our computer systems, or the technical delivery systems of our services.

Attempt to probe, scan or test the vulnerability of any of our systems or networks or breach any security or authentication measures.

Bypass, delete, deactivate, damage or otherwise circumvent any technological measures implemented by Rentality or any of our service providers or any other third party (including another user) to protect the Services.

Forgery of any TCP/IP packet header or any portion of the header information in any e-mail message or newsgroup, and any use of the Services to send altered, misleading or false source-identifying information.

Attempt to decrypt, decompile, disassemble or reverse engineer any software used to provide the Services.

Attempting to circumvent the suspension, termination or closure of your Rentality account or another Rentality user's account, including, but not limited to, creating a new Rentality account that has been suspended, terminated or closed.

8 Other legal matters

8.1 Violations

Rentality has the right, but not the obligation, to investigate, prosecute, and seek prosecution, litigation, or recourse to law enforcement for violations of the Agreement to the maximum extent permitted by law.

Rentality reserves the right, at any time and without prior notice, in accordance with applicable law, to remove or disable access to any content that Rentality, in its sole discretion, deems objectionable for any reason, in violation of these Terms, or otherwise harmful to the Services or our community.

If we believe that you are in any way abusing Rentality, our users or any other person or violating the letter or spirit of any of these Terms, we may, in our sole discretion and without limiting other remedies, restrict, suspend or terminate your Rentality Account and access to the Services, remove posted content.

8.2 Policy application

When a problem arises, we may consider the history of a user's actions and the specific circumstances of our Terms and Policies. We may choose to be more lenient with respect to policy enforcement in an effort to do the right thing, in our sole and absolute discretion.

8.3 Contacting you

You agree that Rentality may contact you by electronic means (e.g., email; notification via Rentality's messaging; app notification) in lieu of any requirement to send notices by mail.

To communicate with you more effectively, you agree that we may also occasionally contact you via automated or prerecorded calls or text messages to your phone number(s). We may make such calls or text messages primarily to confirm your enrollment, provide notifications about your Rentality account

or Rentality account activity, investigate or prevent fraud, collect debts owed to us, or communicate urgent messages. We may share your phone number(s) with service providers with whom we have contracted to help us fulfill these interests. We will not share your phone number(s) with third parties for their own purposes without your consent. Standard charges for call minutes, text messages and data may apply. If Rentality needs to obtain your consent for such communications, you may withdraw your consent.

We reserve the right to monitor or record web chat interactions with Rentality and its agents without prior notice, for quality control, training or other purposes. If you do not want your chat activity to be recorded or tracked, please do not use the chat feature on the Services.

8.4 Communication ethics and reputation

The Parties agree that they will not take any action that will damage the reputation of the other Party or that could reasonably be expected to result in unwanted or unfavorable publicity for any of the other Parties.

9 Special conditions for guests

The following sections also apply if you are booking a vehicle through the Services:

9.1 Obligations of the guest

As a guest, you agree to be a legally licensed driver and to provide proof of a current valid driver's license to the host or through the Services. You will treat the vehicle and any applicable optional accessories well and will take all reasonable steps to promptly return the vehicle and any applicable optional accessories in the same condition in which they were received. You will not authorize anyone other than the person named in the trip details as an approved driver to drive the vehicle you have booked.

9.2 Financial responsibility of the guest for physical damage to the vehicle

The guest who booked the trip "Primary Driver" is financially responsible for any physical damage to or theft of the booked vehicle that occurs during the trip, as well as any additional costs and fees resulting from damage to the vehicle of any kind, regardless of who is found at fault. This liability applies whether or not the primary guest has their own car insurance. Primary guests may be insured for damage to the reserved vehicle under their own automobile policy. By booking a vehicle with Rentality, you agree that if any damage occurs to the reserved vehicle during the booked trip, you will work independently with the Host to make a claim for coverage under any insurance policy applicable to the loss.

9.3 Use of the vehicle

When you book a car through the Services, you must use it only for your personal use and not for any commercial purpose (e.g., transporting other passengers for a fee, such as through Uber or Lyft, or delivering food or packages) unless you have expressly requested and received prior written authorization from Rentality's legal department.

You must return the vehicle on time and to the correct location.

You must provide your host with a valid driver's license. You must exercise reasonable care when using the vehicle. You must always drive the vehicle safely and in accordance with all

applicable traffic laws and regulations. If the host has any concerns about your use of the vehicle, the host may terminate your trip at its discretion at any time and require the return of the vehicle. You are required to wear seat belts while operating the vehicle and require all of your passengers to wear seat belts. You must also comply with all laws and regulations regarding child safety seats and other child restraints. You must not leave your vehicle unlocked or with the keys in the ignition. You must not engage in any prohibited activity when using any vehicle you book through the Services. The list of prohibited uses is not exhaustive. If you have any concerns about a planned use, contact Rentality. If you misuse a vehicle, you will be fully financially responsible for any related claims, losses or damages.

9.4 Telematics Technology Notice.

Vehicles booked on Rentality may have features or an on-board device that can monitor the condition of the vehicle at any point during the trip. Non-personal information collected by the features or on-board device may include, for example, vehicle status, damage and accident records, performance, operational and diagnostic data, and information about mileage, acceleration, speed, fuel consumption, fuel level, tire pressure, odometer, location and direction, and other vehicle information. Use of the features or on-board device is subject to terms and conditions published by the vehicle manufacturer or technology provider, which may include system and service limitations, warranty exclusions, limitations of liability, wireless service provider terms and conditions, privacy policies, descriptions of use and information sharing, and user responsibilities. Unless prohibited by law, you authorize the use, disclosure, or access to vehicle data and must inform any approved driver and passengers of the terms of this section.

9.5 Vehicle condition and optional extras

You, as a vehicle owner, understand that third parties own the vehicles and ancillary services offered through the Services. Each owner is responsible for complying with all legal requirements (including vehicle registration and insurance) and maintaining their vehicle in a safe and usable condition. Please conduct a visual inspection before using your vehicle.

If you, as a Guest, discover damage during the initial pre-trip inspection, you should describe the pre-existing damage at the beginning of your reservation, take photos and notify the Host prior to the trip to ensure that you are not responsible for pre-existing damage to the vehicle.

If you discover damage during the initial inspection and do not report it, Rentality, third party administrators or insurance partners may assume that the damage occurred during the period of your reservation. If after the initial inspection you feel it is unsafe to drive the vehicle, do not use it, instead contact the Rentality team immediately.

9.6 No liability for public transportation vehicles and personal belongings.

You acknowledge that Rentality is not responsible or liable for the safety, roadworthiness, or legal status (e.g., whether the vehicle is officially registered or whether the vehicle is stolen) of any vehicles accessed through the Services.

Vehicle owners are personally responsible for ensuring that their vehicles are in a safe and operable condition, are officially registered for travel on public roads, are not subject to a missing or stolen vehicle report, have a clean title (e.g., not scrapped, not written off for various reasons), are not subject to any applicable safety recalls, and otherwise meet our qualifications .

You further acknowledge and agree that neither Rentality nor the hosts are responsible for lost or stolen property left in any vehicle or taken or damaged during the trip.

9.7 Incident reports

You must immediately notify Rentality of any damage to the vehicle you are using via the contacts on the Rentality.xyz website

If there has been a collision, you must also file a police report.

You will need to make all reasonable efforts to obtain evidence from any available witnesses and provide Rentality or third party claims administrators with a written description of the incident and any other requested information including identification and insurance information of any parties involved in the incident.

After an incident involving anything more than minor damage to the vehicle (such as a small dent or scratch), you may not continue to use the vehicle unless you have explicit permission from Rentality staff.

9.8 Car theft

The following behavior may result in your reserved vehicle being reported stolen to law enforcement, which may result in the arrest of you and any other driver, civil and/or criminal penalties:

If you do not return your booked vehicle on time and at the location agreed with the host and/or specified in your booking.

If you do not return the vehicle by the end of the booking period and have not properly obtained an extension of your booking through the Services.

If the vehicle is returned to any location other than the return location specified in the booking or agreed with the host. Any damage, loss or theft of the vehicle that occurs before the host inspects the vehicle upon return at the end of the booking is the responsibility of the guest.

If you misrepresent facts concerning the reservation, use or operation of a vehicle by providing false information to the host

If the internal components or equipment of the vehicle are stolen or damaged, or the vehicle itself is stolen or damaged when the vehicle is left unlocked, running or unattended during the booking period.

If you fail or refuse in good faith to contact the host, police, Rentality platform or other authorities with a full report of any accident or vandalism involving the vehicle, or otherwise refuse to cooperate in the investigation of any accident or vandalism

If the vehicle is driven by someone who provides a false name, false address or a false or invalid driver's license, whose driver's license becomes invalid during the reservation period, who obtained keys without the host's permission, who misrepresents or conceals facts from the host or Rentality, in such cases the Primary Guest who made the reservation is responsible for any costs of private investigation that Rentality deems necessary to recover the unreturned vehicle and other losses incurred.

9.9 Vehicle repossession.

Rentality, Rentality's hired agent or the host may, without notice, repossess any vehicle booked through the Services at the guest's expense if the vehicle is not returned by the end of the booking and is found illegally parked, apparently abandoned or used in violation of applicable law or these Terms and Conditions.

9.10 Missing Vehicles.

If a vehicle you have booked through the Services is missing and/or stolen during the booking period (or renewal period), you must immediately return the original ignition key to the host, file a police report immediately upon discovery of the missing vehicle or theft, but in no event later than 12 hours after discovering it missing, and cooperate fully with the host, law enforcement, Rentality and other authorities in all matters related to the investigation.

10 Special conditions for hosts

The following sections also apply if you are renting your vehicle through Rentality Services:

10.1 Obligations of the car owner

As an owner, you are committed to providing a safe, legally registered and insured vehicle with valid license plates, with valid paperwork (not scrapped, written off) and in good mechanical condition.

You will provide such vehicle on time, only to the guest who is listed on the Services as the Primary Driver for the trip.

Except for information you need to verify a guest's driver's license, you will not collect any information or documentation from your guest at check-in, including the guest's personal auto insurance.

You agree that your listings will be complete and accurate, and you will honor all statements made in your listings, including the price quoted to the guest.

In the case of a car swap, you will not require the guest to agree to a more expensive car or force them into an unwanted car upgrade.

You will not cancel a booking in order to obtain a higher price from a guest. You will not offer any vehicle or optional equipment that you do not yourself own or have no right to share, or that is not transferable for remuneration under the terms of any third party agreement, including but not limited to a lease or financing agreement.

If your vehicle is subject to a lease, loan or other financing agreement, you must certify that sharing your vehicle with Rentality does not violate the terms of your contract with the lien holder.

You will not offer any Additional Services that are unsafe, illegal, and unacceptable for the intended use. You will not offer any vehicle that is reported missing or stolen. You will not offer any vehicle subject to a safety recall without first addressing the issue subject to the recall. You will not offer a vehicle that is not roadworthy (i.e., not authorized for road use) and that does not have any illegal modifications to any part of the vehicle. You must remove any firearms or other weapons from your vehicle before handing it over to a guest.

You will repay the loans associated with your Rentality business on time and in full.

10.2 Vehicle information given at the time of advertisement

When you register with Rentality, you specify the passenger vehicles you wish to share through the Services. Each vehicle must meet the requirements specified in these Terms. You may only use the Services with respect to vehicles that you own or otherwise have all necessary rights and authorizations to share for a fee. If the vehicle you specify on the Services is equipped with a device or OEM technology capable of locating the vehicle, collecting telematics data, disabling systems/features, or capturing images, you agree to comply with tracking device and technology requirements and applicable law.

10.3 Listing on Rentality and other platforms

Hosts are allowed to list their cars on other carsharing platforms or rental services other than Rentality.

If the Host's vehicle is booked or reserved on another platform, the Host must immediately block the availability of their vehicle on Rentality to avoid any conflicts or double bookings.

In the event that the Host's vehicle becomes unavailable due to a double booking on another platform, the Host shall make every effort to find a suitable alternative vehicle for the Guest or provide a full refund.

Hosts are expected to respond promptly to reservation requests, provide accurate vehicle information, and ensure their vehicles are available and in the condition listed on the Rentality website.

Any failure to comply with these standards of service may result in the suspension or termination of the Host's account on the Rentality website.

10.4 List of vehicles and photos

Hosts are responsible for creating accurate and attractive listings for their vehicles on Rentality. As part of the ad creation process, Hosts must take photos of their vehicles themselves and upload these photos to the Rentality platform to showcase their vehicles to potential Guests.

Hosts must ensure that photographs accurately reflect the condition, performance and appearance of their vehicles. Photographs should be clear, well-lit and free of any distortion or alterations that could mislead Guests. Hosts are encouraged to include multiple angles and close-up shots to provide a complete picture of their vehicles.

Rentality reserves the right to moderate and remove any photos that violate our content policies or terms of service. Hosts are solely responsible for uploaded content, including photos, and must ensure that it complies with all applicable laws and regulations.

You acknowledge that Rentality may use the Images for advertising, marketing, commercial and other business purposes on any media or platforms, whether in relation to your listing or otherwise, without further notice or compensation.

Hosts waive any rights of ownership, ownership of licenses, royalties or moral rights you may have with respect to the Car Images that are uploaded to the Rentality platform.

10.5 Availability and delivery of the vehicle

Once a trip is booked, you must provide the car or deliver the car according to the guest's expectations. If you offer a guest the option to pick up their vehicle at a permanently designated location, you must accurately list the location of the vehicle on the Rentality platform and ensure that the vehicle is available at that location at the beginning of the booking period. You must ensure that the potential guest has a valid driver's license before providing the guest with their vehicle, and you must also ensure that the driver's license matches the name on the reservation and that the person picking up the vehicle appears to match the photo on the valid driver's license.

10.6 Prices, revenues and payments

You will have the ability to set and change the price of the car as you choose. Rentality will pay you the amount received from the guests who booked your car, less any commission payable to Rentality.

10.7 Vehicle Maintenance

It is your responsibility to regularly inspect your vehicle for any defects in its operation or safety. You promise that your vehicle will at all times be in a safe and roadworthy condition, in good mechanical condition and in full compliance with all applicable inspection and registration requirements, including any required safety checks.

You agree to respond to any applicable recall notices or similar safety notices and to follow all recommended steps before authorizing the reservation of your vehicle. In addition, if Rentality believes that your vehicle does not meet reasonable standards, Rentality may notify you and reserves the right to remove or refuse to list your vehicle as available for rental until the problems are resolved.

10.8 Reporting vehicle damage

If you believe that a guest has caused any damage to your vehicle, you have a duty to report the damage as soon as you become aware of it (and in any event no more than 24 hours after the scheduled end of the trip) and to provide reasonable cooperation in investigating the damage.

In the event of damage to the vehicle, accident or traffic accident, the Host undertakes to settle all related matters himself and at his own expense. The Host should contact his/her insurance company and follow the terms and conditions of his/her insurance to resolve any problems that may arise.

Guests are also required to take out their own travel insurance and in the event of damage to the vehicle, the Guest should contact their insurance company and be guided by the terms of their insurance to resolve any problems.

Rentality is not responsible for damage settlements or insurance payouts, but will provide the necessary support and information as needed.

10.9 Missing vehicles

In the event of a missing vehicle, Host should contact the police immediately and report the incident.

The Host should also contact their insurance company and follow their instructions and requirements regarding the missing vehicle. The Host should actively engage with the Guest if this has resulted in a missing vehicle and cooperate with them in the investigation of the incident. The Host must also actively cooperate with all possible government agencies, such as transportation departments or police, to recover the missing vehicle.

The host must immediately report the missing vehicle to the Rentality platform, providing all necessary details and documentation.

Rentality is not responsible for missing vehicles and does not provide advice or investigate such cases.

11 Dispute resolution

11.1 Resolving host and guest disputes

Dispute resolution for hosts and guests

The parties agree that any disputes or claims between the Guest and the Host will be resolved in accordance with local laws, procedures and rules of judicial (arbitration) proceedings independently by the Guest and the Host.

The Rentality platform is not responsible for the resolution of disputes between the Guest and the Host, does not participate in legal proceedings and does not provide advice regarding such disputes. Any decisions, agreements or compensations reached between the Guest and the Host are their own responsibility and do not entail any liability for Rentality.

11.2 Dispute resolution for hosts and guests and platform

The parties agree that in the event of any dispute or claim between the Guest and the Host, and related to the Rentality platform, arising out of these Terms, use of or access to the Services, and any breach, enforcement or termination of the Agreement, will be resolved in accordance with local laws, procedures and rules of litigation/arbitration.

In the event of a dispute, the Parties agree to make all reasonable efforts to resolve the dispute through negotiation and consultation. If the dispute cannot be resolved through negotiation, the Parties agree to seek an alternative method of dispute resolution, such as mediation, arbitration, litigation in accordance with applicable rules and procedures of local law.

Any judgment rendered as a result of litigation/arbitration will be final and binding on both Parties. The Parties also agree that any litigation/arbitration proceeding will be conducted confidentially, except as required by law or arbitration award.

11.3 Pre-Arbitration Dispute Resolution.

In the event of a dispute or claim between the Parties, you agree to notify the other Party of the nature of the dispute or claim prior to commencing arbitration. The Parties will first attempt to negotiate an informal resolution of the dispute. We will contact you at the e-mail address you provided. Please provide your name, phone number, email address, mailing address and briefly describe the nature of your dispute and the assistance you would like to receive from Rentality.

If the Parties are unable to resolve the claims described in the notice within 30 days after the notice is sent, the Party intending to initiate arbitration agrees to notify the other Party by email.

11.4 Applicable Law.

The parties agree that in the event of any dispute or disagreement arising out of or relating to the use of our carsharing platform, the local law, laws, procedures, arbitration and judicial procedures of the country in which the carsharing service is provided shall apply. The parties agree to submit to and accept the exclusive jurisdiction of the courts of such country for any disputes arising out of or in connection with the use of our platform.

12 General Provisions of Provision of the Service

12.1 Termination

You may terminate your use of the Services at any time, and Rentality may terminate your access to the Services and delete any car listings and your data for any reason or no reason, subject to applicable law. Termination of access to the Services does not relieve the Parties of any obligations that the Parties assumed prior to termination of access to the Services. Rentality may retain and continue to use any information, including any photos you previously provided.

12.2 No transfer or assignment of the vehicle

Except as expressly provided herein, guests and hosts agree that nothing in these Terms constitutes an actual or purported transfer or assignment of any rights or interests in the vehicle or additional services provided through the Services.

12.3 Disclaimer

Rentality provides services that allow users to share vehicles and additional services between hosts and guests.

Rentality itself does not provide car rental, leasing and/or insurance services and is not responsible for any acts or omissions of the users of its services, the manufacturer and owner of the vehicle or any ancillary services or third party service providers. The services are provided "as is" without any express or implied warranties of any kind. To the extent permitted by applicable law, Rentality expressly disclaims all warranties and fitness for a particular purpose.

Rentality does not warrant that the Services, including listings, vehicles or ancillary equipment, will meet your requirements or be available without interruption, safe and error-free. Rentality makes no warranty as to the quality of the listings, vehicles, hosts, guests, additional services or any content, or the accuracy, timeliness, truthfulness, completeness or reliability of any content obtained through the Services. No oral or written advice or information obtained from Rentality or through the Services or content creates any warranty not expressly stated herein.

12.4 Limitation of liability and disclaimer of liability

You waive any rights of action or claim against Rentality for any loss or damage arising out of the following situations:

Vehicle availability: Rentality is not responsible for the unavailability of a vehicle at a particular time or place.

Problems with the vehicle: Rentality is not responsible for any malfunction, defect or problem with the vehicle that may occur during use.

Vehicle warranty issues: Rentality is not liable for breach of warranty or other obligations provided by the vehicle manufacturer or third parties related to the vehicle.

Legal or license status: Rentality is not responsible for the legal or license status of the vehicle, host or guest, including any violations of law or license requirements.

Vehicle valuation: Rentality is not responsible for the accuracy or validity of the vehicle valuation provided on the platform.

In addition, Rentality is not responsible for any acts or omissions of the host or guest that may result in loss or damage.

You agree that neither Rentality nor its affiliates, service providers, partners or any other party involved in the creation, production or provision of the services shall be liable for any incidental, special, exemplary or consequential damages (including lost profits, loss of data or goodwill, interruption of service, computer system damage or malfunction, or the cost of substitute products or services), whether based on warranty, contract, tort (including negligence), product liability or any other legal theory.

12.5 Violations of the Agreement and Terms and Conditions

In the event that a Guest or Host is found to have violated the Agreement in a manner that may adversely affect the safety, reliability or reputation of the Rentality Platform, we reserve the right to take the following actions:

Account Blocking: we may temporarily or permanently block a Guest's or Host's account if violations of the Agreement are discovered.

Penalties: in case of serious violations, Rentality may impose penalties on Guests or Hosts to compensate for possible losses or to restore order on the platform.

Possible violations include, but are not limited to:

1. Participate in gray market transactions outside of the Rentality platform.
2. use of Rentality's domains, trademarks, slogans, content and data without Rentality's express consent.
3. Providing access to a vehicle without proper registration documents.
4. Providing the vehicle that is the subject of the missing or stolen report.
5. Providing an unsafe or defective vehicle.
6. Manipulation of price or potential revenue by canceling or modifying a trip.
7. Create or use a Rentality account that allows you to bypass suspension, termination or closure of another Rentality account.

12.6 Not a car rental and/or leasing company

Rentality does not provide car rental and/or leasing services. We are not fleet owners and are not in the business of renting or leasing vehicles to the public. Our company provides an online

platform where vehicle owners and potential users can meet and exchange vehicles in accordance with our Terms and Conditions.

12.7 Rounding in mutual settlements

Rentality reserves the right to round the amounts to be paid to hosts or guests to the nearest whole functional base unit in which the settlement currency (the stablecoin used on the platform) is expressed. This may include rounding to the nearest two decimal places on the Rentality platform in the currency (stablecoin) used on the platform.

12.8 Contact us

Rentality may be contacted by mail at info@rentality.xyz in the United States at 1200 N Federal HWY, unit A, Hollywood, FL 33020. If you have any questions about the Agreement or Rentality in general, please contact us at info@rentality.xyz. You may also visit our website at rentality.xyz

12.9 Translations of the English version

If Rentality provides you with a translation of the English language version of these Terms and Conditions or any Policies, and if there is any discrepancy in wording between the English language version and any other language translation of the Terms and Policies, the English language version will prevail.

12.10 Severability and non-waiver of rights

If any provision of these Terms is held invalid, void, voidable or unenforceable, all other provisions shall remain in full force and effect. The failure of either Party to enforce any particular provision of these Terms shall not constitute a waiver of these Terms as a whole and shall not affect the validity of these Terms or any other part thereof, nor shall it affect the rights and obligations of the Parties to enforce any other provision at any time. A Party's disagreement with or waiver of one provision of these Terms shall not constitute a waiver of or disagreement with the other provisions of the Terms.

12.11 Other general provisions

Rentality does not appoint you or any other user as its employee, authorized representative or legal agent, nor does Rentality create any legal partnership or joint venture. You have no authority to incur obligations on behalf of Rentality, and Rentality will not incur obligations on your behalf, except as set forth in the Services or as expressly provided in these Terms.

This Agreement, including these Terms, reflects the agreement between you and Rentality regarding your access to and use of the Services, and supersedes all prior oral or written agreements between us.