

## **RENTAL AGREEMENT**

### **GENERAL**

1. For the purposes of this Agreement:
  - a) an “Item” is any type of item, such as electronics, home appliances, tools, etc. together with any associated equipment made available through Ronaker;
  - b) the “Renter” is the person renting the Item using an Account created on Ronaker;
  - c) the “Lister” is the owner or authorized agent for the Item made available for rent via Ronaker.
2. This rental agreement (“Agreement”) is a binding agreement between Renter [INCLUDE NAME] and Lister [INCLUDE NAME] and relates to the transaction [INCLUDE TRANSACTION NUMBER] entered into [INCLUDE DATE]. Ronaker is a party to this Agreement solely to the extent necessary to facilitate the rental transaction and collect and pay any fees that may be owed hereunder, and is otherwise a third party beneficiary of this Agreement.
3. Both Parties to this Agreement releases and discharges Ronaker from any and all liability or claims for injury, illness, death or loss of or damage to property which they may suffer in relation to this Agreement and as described in Terms of Use. Ronaker shall not be included in any disputes between the Parties in relation to this Agreement.
4. Lister enters into this Agreement and allows Renter to rent and use the Item, along with any associated equipment only on the condition that Renter accepts all of the terms in this Agreement.
5. This Agreement is effective on the date both Renter and Lister agrees to the terms and conditions as provided herein and signs this agreements using SmartID verification via Ronaker mobile application or website.
6. By accepting this Agreement, Lister agrees to rent the Item to Renter, and Renter agrees to pay applicable fees and rent the Item for Lister, on the terms and subjects to the conditions described in this Agreement.

### **LISTER**

1. By making the Item available for rent and agreeing to the terms of this Agreement, Lister represents and warrants the following:
  - a) he or she is the sole owner of the Item, or that he or she has full agency or other authority to enter into this Agreement and to rent the Item to Renter;
  - b) the Item has been accurately described, including any known faults, mechanical issues or missing parts;
  - c) except for when clearly indicated, the Item is in proper working condition, has been professionally maintained, and contains all functionality necessary for the Renter to attain his or expected use of the Item during the Rental Period, other than adjustments necessary to properly fit the equipment for Renter’s use.

### **RENTER**

1. No other person may use or otherwise operate the Item except Renter. Renter is prohibited from sub-renting the Item.
2. Renter must not use the Item for any illegal activities.
3. In cases where the Item and/or associated equipment needs any adjustments for Renter’s use, Renter is advised to seek professional assistance with these adjustments.

4. Renter must follow instructions and necessary safety precautions when using the Item. In cases where Lister did not provide any or sufficient instructions, Renter must obtain such instructions himself or herself or seek professional assistance.
5. Renter must follow all laws, rules and regulations, as well as posted signs and warnings.
6. Renter should always be aware his or hers conditions, as well as environmental factors which may affect safe operation of the Item.
7. Renter is responsible for securing and safekeeping the Item at all times, including the use of theft prevention devices, where appropriate, and only storing the Item in an enclosed area at night.
8. Renter is also responsible for any injuries to himself/herself or other people, or damage to the Item or any other property during the Rental Period.
9. A violation of this part of the Rental Agreement automatically terminates the rent and makes Renter liable to Lister for any penalties, fines, recovery and storage costs and any related legal expenses associated with a violation of this part of the Agreement.

#### **DAMAGE TO THE ITEM**

1. Renter shall pay Lister for all losses and/or damage to the Item, including associated equipment, except for ordinary wear and tear that does not impact the usability of the Item or significantly impact the resale value of the Item, regardless of fault (i.e. Renter agrees to pay for the loss or damage even though someone else caused the damage or is at fault).
2. Lister shall make the determination of whether damage affects the usability or resale value of the Item. If Renter does not agree with such evaluation, he or she can seek professional evaluation of the damage done to the Item. In such case, Renter shall cover expenses of a professional evaluation.
3. Renter is also responsible for all theft or vandalism losses, even if Renter is not at fault for making the theft or vandalism possible, and regardless of any measures Renter may have taken to secure or protect the Item, including any instructions or security devices provided by Lister.
4. Renter is also responsible for any loss if Renter:
  - d) abuses the Item or uses or operates the Item other than as specified in this Agreement;
  - e) uses the Item recklessly;
  - f) fails to promptly report an accident to the law enforcement agencies and Lister;
  - g) obtains the Item through fraud or misrepresentation; or
  - h) uses the Item for an illegal purpose.
5. If the Item is damaged, Renter agrees to pay the reasonable costs of repair and diminution in value, if any.
6. If the Item is damaged beyond reasonable repair (as determined by Lister or a professional, as applicable), Renter agrees to compensate the full retail value of the Item.

#### **REPAIRS**

1. If Renter experiences any malfunctions with the Item during the Rental Period, Renter should immediately notify Lister to obtain authorization for repairs.
2. Renter agrees that he or she will be responsible for any unauthorized repairs or modifications to the Item.

3. Renter understands and agrees that Lister will not reimburse Renter for any authorized repairs without receipts. All repairs needed because of the use of the Item will be performed at the normal labor rates and Renter shall pay the cost of such repairs, including all parts.
4. Lister shall be responsible for returning the Item to its prior state due to adjustments necessary to properly fit the Item and/or equipment to Renter's use.
5. If a malfunction compromises the safety or usability of the Item during a Rental Period, the Renter should contact the Lister immediately and arrange for return of the Item to the Lister. In such an event, the cost for any remaining days of the Rental Period would be refunded to the Renter.

## **RETURN OF THE ITEM**

1. Renter agrees to return the Item to Lister in the same condition as received, except for ordinary wear and tear and ordinary adjustments meant to fit the Item to the Renter's use, on the due date and time and at the location specified by Lister at time of Rent Period.
2. Renter understands that there will be additional charges if the Item is returned at a different time, date, or location than indicated in this Agreement, including late charges and additional Rental Period charges at no less than the daily rate applicable to the Item.
3. If Renter fails to return the Item at the agreed date, time and location, and has not agreed with Lister on an alternate delivery time and location within 24 hours of the scheduled delivery time, or Renter fails to return the Item at the rescheduled time and place, then:
  - a) Lister shall determine that Renter does not intend to return the Item;
  - b) Lister must inform the law enforcement agencies about the stolen Item;
  - c) In some cases and only when Ronaker sees it fit, Ronaker might also be authorized, but has no obligation, to charge Renter's payment method for the full retail value of the Item, along with any other fees due to Ronaker and Lister;
  - d) Lister may exercise any other rights or remedies, and take any other necessary measures, to repossess the Item and/or collect the full amount owed by Renter.
4. If Lister fails to appear at the scheduled time and place for return of the Item, Renter remains responsible for the safekeeping of the Item. In such cases, Lister will have to reimburse any storage, safekeeping or any other related costs that were incurred by Renter. Renter should not be charged for additional Rental Period.

## **PAYMENT**

1. Renter agrees to pay upon demand all rates, charges, plus applicable taxes, fees, and surcharges (if applicable), which may apply to the Item and Rental Period, including, without limitation, charges for loss and/or damage to the Item. Renter specifically agrees and authorizes Ronaker to apply any charges to the method of payment used by Renter at the time of Rental Period.
2. Fees and charges for the Item will be processed immediately after "start renting" button is pressed at Ronaker mobile application or website.
3. In some cases and only when Ronaker sees it fit, Ronaker might also be authorized, but has no obligation, to make additional charges to Renter's credit card related to late return fees, Items that are lost or damaged during the Rental Period.

## **DURATION OF THIS AGREEMENT**

1. This Agreement shall automatically terminate at the date on which the Item is returned to the Lister and all outstanding fees and charges were paid to both Ronaker and the Lister.

#### **RISK AND LIABILITY**

1. Renter understands and acknowledges that the Item is provided “as is” and without any warranties.
2. Renter also understands that some Items might entail known and unanticipated risks, which could result in physical or emotional injury, paralysis, death, or damage to self, to property, or to third parties. Renter understands that Lister cannot eliminate such risks without jeopardizing the essential qualities of using that certain Item.
3. Renter releases and discharges Lister and Ronaker from any and all liability or claims for injury, illness, death or loss of or damage to property which Renter may suffer while renting the Item and participating in associated activities.
4. Neither Lister nor Ronaker shall be responsible if Renter causes injury to another person or if Renter damages any personal property of another person.

#### **APPLICABLE LAW**

1. This Rental Agreement and its subject matter are governed by Lithuanian law.
2. Lithuanian courts have a jurisdiction over any disputes relating to this Agreement.