

## **AGREEMENT ON SERVICE PROVISION**

### **(terms and conditions)**

Upon accepting this terms and conditions you enter into the agreement with LTD “Georgian Travel” (I/D 402192033) and incur to fulfill all obligations hereby.

LTD “Georgian Travel” (I/D 402192033 )(hereinafter referred to as the **“Company”**), on one hand,

and the individual/legal entity, accepting this terms and conditions (hereinafter referred to as the **“User”**), on the other hand,

enter into the following agreement (hereinafter referred to as the **“agreement”**)

#### **1. Subject matter of agreement**

- 1.1. The Company, through the web-page [www.goodway.ge](http://www.goodway.ge), operated by the Company (hereinafter referred to as the **“web-page”**), provides the User with services, that allow the User to find and rent the car for private transportation on the territory of Georgia.
- 1.2. The list of cars, possible to rent is provided on the web-page according to the separate agreement between the Company and owner(s)/holder(s) of car(s) (hereinafter referred as **“Lessor”**).

#### **2. Description of the service**

- 2.1. The User’s ability to rent the car through the use of the Services does not establish the Company as a Lessor. When the User finds a car and accepts the terms and conditions of the rental thereof, including the specific requirements by the Lessor and the amount of rent, he shall enter into a rental contract with the Lessor directly (hereinafter referred to as the **“Rental Contract”**) but not with the Company.
- 2.2. Due to the nature of the Services, the liability of the Company is limited to an obligation to offer the Users the cars possible to rent and accurately transmit the information between the User and the Lessor.

#### **3. Payment of the transfer price**

- 3.1. After finding a car and entering into the Rental Contract with Lessor through the Services as stipulated herein, the User shall make a full payment of the Rent to the Lessor before handing over the car to User or immediately after transferring it back to the Lessor.
- 3.2. The method of payment (either by cash or money transfer) shall be agreed independently, by the User and the Lessor.
- 3.3. The price of the Service shall further be transmitted by the Lessor to the Company subject to the terms and conditions of a separate agreement between them.

#### **4. Company’s liability**

- 4.1. The Company shall not be liable for the credibility of the information passed as well as for the due and in good faith performance of the Lessor’s obligations within any agreements between the Lessor and the User. The Company bears no responsibility for any losses including the loss of gains and physical losses and damages in any way determined by the use of the Services. The relations between the User and the Company fall exclusively within the Agreement contained herein. Nothing shall be presumed to indicate that the Company and the User have entered into or have agreed to

enter into any other contract or have any rights and obligations before each other within any other agreement.

4.2. The Company shall not be liable for any damages, liability or losses arising out of the User's use of or reliance on the Services or the User's inability to access or use the Services.

4.3. The Company's aggregate liability to the User for any claims for damages resulting from, arising out of, or in connection with this Agreement, or otherwise related to its subject matter, will under no circumstances exceed the Rent paid by the User to the Lessor in connection with the relevant car rental.

## **5. Entry into force and termination**

5.1. This Agreement shall come into force and become legally binding for the Company and the User at the moment when the User accepts it on the web-page and first time starts to use the Services.

5.2. This Agreement shall be effective until be terminated in accordance with legislation and this clause 5.

5.3. Notwithstanding any other provision of this Agreement, the Company may at any time and for any reason immediately terminate this Agreement as between the User and it without prior notice or need to specify reasons.

## **6. Final provisions**

6.1. This Agreement is governed by, must be construed and executed in accordance with the law of Georgia.

6.2. If there is a dispute between the Parties resulting from, arising out of, or in connection with this Agreement and the parties failed to solve the dispute through negotiation, the dispute shall be referred to and finally resolved by Georgian courts in accordance with law of Georgia.

6.3. The Company reserves the right to change or modify this Agreement at any time and in its sole discretion and with no prior notice. A new version of this Agreement shall come into effect when posted on the web-page. By continuing to use the Service, the User confirms his acceptance of the revised Agreement. The Company encourages the Users to review the Agreement frequently to ensure that the User understands the terms and conditions that apply when he uses the Services. If the User does not agree to the revised Agreement, the User may not use the Services.