

General Terms and Conditions of Use of the LOOP Application

Effective Date: 4 May 2026

1. GENERAL

- 1.1. These General Terms and Conditions ("**Terms**") govern the contractual relationship between you and UB Nexa d.o.o., with its registered office at Radnička cesta 80, a company registered at the Court Register of the Commercial Court in Zagreb under MBS: 081708260, OIB: 56722802820 (hereinafter: "**LOOP**", "**we**", "**our**"), at any time when you access or use the services available through the LOOP mobile application or web application (hereinafter: the "**Application**") or through digital interfaces connected to the Application.
- 1.2. LOOP is the operator and provider of the Platform. LOOP acts exclusively as an intermediary digital platform, i.e. an information society service provider that enables, by technical and organisational means, the establishment of contact between Lessors and Lessees for the purpose of concluding a lease agreement for Items. LOOP is not and does not become a party to the lease agreement concluded by the Lessor and the Lessee through the Platform. LOOP does not own, hold, market or lease the Items advertised through the Platform, and does not assume any obligations arising from the lease agreement concluded by the Users. The legal relations arising between the Lessor and the Lessee on the basis of a Reservation are governed by the lease agreement that those Users conclude with each other.
- 1.3. LOOP operates in the territory of the Republic of Croatia. The underlying technology, software and intellectual property used to provide the Service are owned by LOOP. Through the Platform, LOOP enables Lessors and Lessees to conclude lease agreements for Items. The terms "**Lessor**", "**Lessee**", "**Users**", "**Item**", "**Advertisement**", "**Platform**", "**Application**" and "**Service**" are defined in Art. 1.6. of these Terms.
- 1.4. These Terms constitute a legally binding agreement entered into between you, either personally or in the name and on behalf of a legal entity, and LOOP, governing your use of the Application and the Services, as well as the rights and obligations of you and LOOP in relation to the Service. By accessing the Services, you confirm that you have read, understood and agreed to be bound by all of these Terms. By using the Application, you are informed that the Application is available to you free of charge; AND IF THERE IS ANY PART OF THESE TERMS THAT YOU DO NOT AGREE WITH, INCLUDING THE DISCLAIMER, PLEASE DO NOT USE OUR SERVICES.
- 1.5. LOOP reserves the right to change, modify and amend these Terms at any time. Changes take effect upon publication within the Application. Users are obliged to read the Terms regularly and, by accessing the Application, are deemed to be aware of the current rules and conditions of use.

1.6. TERMS AND DEFINITIONS

"**Platform**" means the totality of the technical and organizational infrastructure, including the Application and the accompanying digital interfaces through which LOOP provides the Service. The platform is available through the App.

"**Users**" are all natural or legal persons who have created a user account on the Platform, regardless of whether they act as Lessors or Lessors. In these Terms, we also refer to Users as "**you**" or "**your**". The same User may act alternately as the Lessor and as the Lessee in different transactions.

"**Lessor**" is a User who publishes one or more Advertisements through the Platform with an offer of Items for short-term lease and enters into a lease agreement with the Lessee.

"**Lessee**" means the User who, through the Platform, finds Items available for rent, reserves an Item and enters into a lease agreement with the Lessor.

"Item" means any movable item offered by the Lessor for short-term lease through the Platform, in accordance with Articles 3 and 4 of these Terms and Conditions. Items that are allowed for advertising are listed in Art. 4 of these Terms and Conditions and the categories that are excluded or conditionally permitted are listed in Annex 1.

"Advertisement" means the content published by the Lessor on the Platform to offer Short-term lease Items, including a description, photographs, conditions and lease price. The content of the Advertisement is the sole responsibility of the Lessor.

"Reservation" is the procedure by which the Lessee confirms the intention to conclude a lease agreement for the selected Item with the payment of the lease amount through the Platform, which creates a contractual relationship between the Lessor and the Lessee. Confirmation of the reservation does not mean that LOOP becomes a party to that relationship, in accordance with Art. 14.1. of these Terms.

"Service" means the totality of intermediary digital information society services provided by LOOP to Users through the Platform, including: the technical infrastructure for the publication of Advertisements; searching and finding Items; mediation in concluding a lease agreement between the Lessor and the Lessee; communication with the Payment Service Provider in order to facilitate payments between Users; and intermediary customer support. Payment processing is not part of the Service; payment services are provided exclusively by the Payment Service Provider in accordance with the definition in this Article. LOOP provides the Service for a fee in accordance with Art. 8 of these Terms.

"Payment Service Provider" or **"Stripe"** means Stripe Technology Europe Limited, an Irish electronic money institution (EMI) registered with the Central Bank of Ireland (reference number: C187865), authorised to provide payment services in the Republic of Croatia on the basis of passporting in accordance with Directive (EU) 2015/2366 (PSD2) and the applicable Payment System Act. Stripe is the only payment service provider within the Platform. LOOP is not a payment service provider.

- 1.7. LOOP provides the Service with its registered office in the Republic of Croatia, and these Terms govern the contractual relationship between LOOP and the User regardless of the country from which the User accesses the Platform, in accordance with the provisions of these Terms..
- 1.8. Part of the provisions of these Terms relates to LOOP's service to Users ("**Terms**"). The provisions governing the rights and obligations regarding the use of Items, the allocation of costs, liability for damage and cancellation constitute the standardised terms of the lease agreement concluded between the Lessor and the Lessee through the Platform ("**Lease Conditions**"). By accepting these Terms upon registration, both the Lessor and the Lessee agree that the Lease Conditions become an integral part of every lease agreement concluded through the Platform, within the meaning of Art. 295 of the Civil Obligations Act.

2. GENERAL INFORMATION ABOUT THE SERVICE AND REGISTRATION

- 2.1. This Platform may be used by persons over 18 years of age. The registration of minors on this Platform is strictly prohibited. By accessing, using or registering on the Platform, you personally represent and warrant that you are over 18 years of age. Representatives acting on behalf of a legal person must present documentation attesting to their power of representation. By registering and using the Service, you confirm that you have read and accepted these Terms.
- 2.2. Users register through the Application by accepting these Terms.
- 2.3. During the registration process, users will be asked to provide their first and last name, email address, phone number, state, city, address, and zip code. To improve your experience on the LOOP platform, we also use GPS location data and the address entered by the user for the following purposes: To display the nearest items available for lease; To locate the nearest users; To automatically set a location marker when selecting a location. In addition, the address entered by the user is used to: Ensure that the user appears near other users; Protect user privacy by never revealing your exact address. Only the general radius around the address is

shared with other users. We will use this information only for the purposes for which it was obtained and in accordance with applicable regulations, as described in the Privacy Policy. The user is obliged to keep the access data confidential in accordance with Art. 10.2. of these Terms.

- 2.4. In order to protect your user account and ensure the safety of other users, LOOP may, when necessary, verify the information included in your user account or ask you to answer relevant questions, provide relevant information, or assist with verification procedures ("**Security Procedures**"). Security procedures are designed to verify that you are the person accessing and/or transacting from your account. These actions will be reasonable and proportionate to the security objectives pursued. As part of security procedures, LOOP may verify your phone number, email, credit card, debit card, or other payment method, or your bank account.
- 2.5. LOOP is authorized at any time to suspend the user account of those Users who violate these Terms and Conditions of Use or in any other way slow down or interfere with the operation of the Application.
- 2.6. Nothing in these Terms affects the mandatory rights you may have as a consumer under the applicable Croatian Consumer Protection Act.

3. ADVERTISEMENTS

- 3.1. LOOP only provides a platform that enables Users to rent and advertise Items, but does not directly rent or lend Items and is not a party to the lease agreement.
- 3.2. Advertisements may only relate to the lease of Items through the Service. Any form of marketing or promotional activity not related to the lease of Items through LOOP is prohibited.
- 3.3. Each Advertisement must relate to a single Item, and only one entry may be created per Item.
- 3.4. Lessors are responsible for ensuring that all information included in an Advertisement is accurate, complete, up to date and compliant with applicable laws and regulations of the Republic of Croatia.
- 3.5. Lessors must place Advertisements in the most appropriate category within the Service. Advertisements must not appear in more than one category. Information on applicable warranties and insurance is available in the FAQ.
- 3.6. The title and description of the Advertisement and the advertised Item must clearly and accurately describe the Item. Titles containing only keywords are not permitted. An Advertisement must not contain descriptions of general business activities of any legal entity, nor may it contain external links or unrelated promotional information.
- 3.7. A Lessor intending to advertise an Item must complete the advertisement form by uploading at least three high-quality photographs of the Item, selecting an advertisement title, selecting the category that accurately represents the Item, providing a detailed description of the Item and setting the lease price.
- 3.8. Lessors are prohibited from using photographs found on the internet, generated by artificial intelligence or images of similar items. The description and photographs must accurately reflect the actual condition and appearance of the Item, including all defects or modifications.
- 3.9. Advertisements must not contain content that is unlawful, offensive, discriminatory, defamatory, pornographic, political, hate speech or otherwise contrary to the purpose of the Service or the applicable regulations of the Republic of Croatia. This includes content that infringes the intellectual property rights of third parties or relates to prohibited items such as weapons, drugs, unsafe goods or restricted products.
- 3.10. LOOP may remove or disable an Advertisement where necessary to comply with applicable law, including obligations relating to unlawful content, intellectual property infringement, harmful or misleading content, or following a valid notice-and-takedown request.

4. SUBJECT OF THE ADVERTISEMENT

- 4.1. Only items that meet all of the following conditions may be listed on the Application:
- (i) the Item must fall into one of the available categories and subcategories in the Application;
 - (ii) The Item is not listed in the list of prohibited items in Appendix 1 to these Terms;
 - (iii) The lease, use or possession of the Item must not infringe the rights of third parties (including intellectual property rights) and must comply with all applicable local, national or international laws and regulations;
 - (iv) The Item must be safe, correct and suitable for use,
 - (v) The Item must meet all standard market requirements, unless otherwise agreed between the Lessee and the Lessor;
 - (vi) Items must comply with the list of prohibited and restricted products and services as defined by the Payment Service Provider;
 - (vii) The item must not be in a condition unsuitable for the contracted use;
 - (viii) The item must not be in a condition that would significantly restrict use;
- 4.2. An item is considered unfit for the contracted use if:
- (i) does not work as described in the Advertisement,
 - (ii) there is a lack of accessories or documentation without which the Item cannot be used in the agreed manner, or
 - (iii) the condition of the Item is such that its use could endanger the safety of the Lessee or third parties.
- In such cases, the Lessee has the right to terminate the Reservation and demand a full refund of the amount paid.
- 4.3. As a Lessor, you are also responsible for complying with all legal obligations related to the Items you offer for lease, including complying with the Lessor's rights under applicable consumer protection laws and mandatory law regulations for such Lot. By listing an Item on the App, you confirm and warrant that you are the rightful owner of the Item or that you have the full right and authority to rent it. You further acknowledge that the Item has not been stolen, forged, or acquired in any unlawful, dishonest, or fraudulent manner.
- 4.4. Each User who performs the activity of renting Items for professional or business purposes is obliged to register on the Platform with the correct status (legal entity or craftsman), in accordance with Art. 2 of these Terms. Registration of a professional Lessee as a private person, or publication of an Advertisement that does not reflect the actual services offered and the condition of the Item, is considered a misleading business practice.
- 4.5. LOOP provides only mediation services and is not responsible for the content of individual Ads that are the sole responsibility of the Lessor. LOOP does not guarantee the accuracy of the Advertisement, the condition of the Item or the identity of individual Users.

5. LEASE CONDITIONS

OBLIGATIONS OF THE LESSOR

- 5.1. The Lessor is obliged to ensure that the Advertisement accurately and completely reflects the actual condition and intended use of the Item at the time of publication and for the entire time the Advertisement is active. The Lessor is obliged to hand over the Item to the Lessee in a condition suitable for the agreed use, and to ensure the handover and collection of the Item at the agreed time and place.

- 5.2. The Lessor is obliged to carry out all necessary repairs in a timely manner at its own expense in order to maintain the Item in a condition suitable for the contracted use.
- 5.3. Notification via the Application's chat: If the Lessee or another User submits a notification of a defect or lack of an Item via the chat in the Application, this notification shall be deemed to be a proper delivery to the Lessor. The Lessor is obliged to remedy the defect before the start of the next reservation of that Item, and in any case no later than 3 days from the receipt of the notification. If the Lessor fails to remedy the defect before the next reservation despite the notification received through the Application, the Lessor bears full responsibility for all damages arising from this defect in subsequent Reservations, regardless of whether the new Lessor was notified of the defect.
- 5.4. If the repair was not delayed or the Lessor, notified in the manner described, did not carry it out within a reasonable time, the Lessor is obliged to reimburse the Lessee for all reasonable repair costs that the Lessee was forced to carry out himself.
- 5.5. The costs of minor repairs caused by the regular use of the Item shall be borne by the Lessee. The costs of replacing the consumable parts of the Item (filters, cutting parts, batteries built into the Item), and other costs of maintenance and qualification of the Item for the contracted use) shall be borne by the Lessor. The Lessee does not bear the costs of wear and tear of the Item caused by regular use or the costs of wear and tear.
- 5.6. Lessors are responsible for maintaining adequate insurance for the Item during the lease period. This includes obtaining consent from the insurer where necessary. For Items that are classified in the category of motor vehicles (hereinafter: rent-a-car category), the Lessor is obliged, before the first activation of the Advertisement, to submit to LOOP a copy of a valid insurance policy that covers the use of the vehicle by third parties for the entire duration of the lease. An advertisement for a motor vehicle cannot be active on the Platform without a confirmation of receipt of the insurance policy by LOOP. The lessor is obliged to submit an updated insurance policy to LOOP every year or at each request of LOOP, to the address support@loop-rent.com.
- 5.7. Lessors are responsible for paying any taxes, public levies, or fees incurred due to lease activities. Lessors must determine their own tax liabilities according to the regulations of the Republic of Croatia. LOOP is not responsible for any obligation to pay taxes, surtaxes, levies or public charges that arise for the Lessor by using the Services.
- 5.8. During the lease period, the Lessee must maintain the Item in a condition suitable for the agreed use, and return it in the same condition, taking into account regular wear and tear in accordance with the purpose of the rented item. Lessees are liable for damages caused by negligence or negligence. If, during the lease period, the Lessee discovers a defect or defect in the Item that was not present at the time of collection, the Lessee is obliged to immediately notify the Lessor via the Application chat. The Lessor is obliged to remedy this defect before the start of the next Reservation. If the Lessor fails to remedy the defect by the start of the next Reservation, the Lessor bears full responsibility for all damages arising from that defect in that and in all subsequent Reservations, regardless of whether the new Lessor has been notified of the defect.
- 5.9. By arranging a lease, both the Lessor and the Lessee confirm that they have read and understood the LOOP Warranty, if it has been agreed, and agree to its provisions.
- 5.10. If the Lessee is unable to return the item within the agreed time, he must immediately notify the Lessor and/or LOOP and book and pay for the extension. Lessors can refuse extensions. Late returns carry a fee equal to one day of lease per day started. The Lessee authorizes LOOP to charge such amounts through its stored payment method.
- 5.11. Lease extension procedure Lease extension is possible only with the consent of the Lessor. If the Lessee wishes to extend the lease, he/she is obliged: (a) to contact the Lessor via the chat in the Application and ask for consent; (b) if the Lessor agrees, make a new request for the

availability of the Item for the desired extended period and pay the corresponding lease amount.

- 5.12. If the Lessor does not agree with the extension, the Lessee is obliged to return the Item at the originally agreed time.
- 5.13. A Reservation request that has not been accepted by the Lessor is automatically deleted in the following cases: (a) 7 (seven) days have elapsed since the request was sent without a response from the Lessor; (b) the first day of the lease has occurred and the application has not been accepted; (c) the request has been accepted by the Lessor, but the Lessee has not made payment by the beginning of the first day of the lease.
- 5.14. If the Lessor incorrectly marks the Item as returned through the Application, and the Item has not really been returned yet, the Lessor is obliged to contact LOOP at support@loop-rent.com without delay — and no later than within 2 (two) hours of the wrong action — and request the cancellation of that action. LOOP will, provided that the Item has not yet been returned and that the request has been received within the specified deadline, cancel the mark and restore the previous status of the Reservation. Deadlines for payment referred to in Art. 7.10. and the deadlines for reporting damages referred to in Art. 11.4. of these Terms and Conditions shall commence from the moment of correct marking of the return of the Item, provided that the Lessor has acted in accordance with this article.

6. LEASE AND DELIVERY

- 6.1. When the Lessee wants to reserve a certain Item through the Advertisement, he sends the Lessor a request for availability through the Application, stating the desired lease period (start and end date). The Lessee may contact the Lessor in advance via chat in the Application to agree on the details, if it deems it necessary or if certain conditions are not clearly stated in the Advertisement. The Lessor accepts or rejects the request. After the Lessor accepts the request, the payment option becomes available to the Lessor.
- 6.2. A reservation is created when the Lessee confirms the reservation by paying the lease amount in accordance with section 8.1 of these Terms. After the payment has been made, the cancellation conditions for both parties in accordance with Art. 9 of these Terms. A Reservation request that has not been accepted by the Lessor is automatically deleted in the following cases:
 - (a) 7 (seven) days have elapsed since the request was sent without a response from the Lessor;
 - (b) the first day of the lease and the request was not accepted;
 - (c) The request was accepted by the Lessor, but the Lessee did not make the payment until the beginning of the first day of the lease.
- 6.3. Delivery or pick-up of the item takes place according to the agreement between the Lessor and the Lessee after the Reservation. For the purpose of coordination between the User, the contact details of the other User become available:
 - (a) for all standard categories of Items: 7 (seven) days before the start of the lease;
 - (b) for the subcategories Construction Machinery, Sound, Light and Stage and Inflatables: 15 (fifteen) days before the start of the lease.
- 6.4. The item is picked up on the day that corresponds to the first paid lease day according to the Reservation. The item is returned on the day that corresponds to the last paid lease day according to the Reservation. Users are obliged to agree on all the details about the exact time and place of pick-up and return via chat in the Application before the start of the lease, and store the confirmation of the agreement in the Application. The provisions on late return from Art. 5.10. apply to each day or part of the day that occurs after the last paid lease day.
- 6.5. All Items are subject to availability.

- 6.6. LOOP is not and does not become a party to the lease agreement, nor is it liable for its fulfillment on either party. Legal relations between the Lessor and the Lessee arising on the basis of the Reservation are regulated by the lease agreement between these Users, in accordance with Art. 14.1. of these Terms.
- 6.7. LOOP does not provide a guarantee for the Item offered by the Lessor or for the accuracy and completeness of the information that the Lessor enters into the Advertisement. Each User who enters data into the Platform is responsible for its accuracy, completeness and legality. LOOP is not obliged to check the accuracy of the data entered by the User, unless otherwise prescribed by a special regulation.

7. PAYMENT

- 7.1. Payment services within the Platform are provided exclusively by the Payment Service Provider – Stripe. By using payment services, Users accept Stripe's general terms and conditions, including identity checks (KYC) and anti-money laundering (AML) measures. LOOP may suspend or restrict access to the Service to a User who does not meet Stripe's general terms and conditions.
- 7.2. All payment services within the Application are provided through LOOP's payment provider, Stripe. Payment is initiated at the time of Reservation. All payment card or bank account data of the User is processed exclusively by Stripe with the application of encryption and technical protection measures in accordance with Stripe's security standards. LOOP does not process or store data on the User's payment instruments.
- 7.3. The lease amount (including the Reservation Fee referred to in Art. 8.2. and the Service Fee) shall be charged exclusively through the Payment Service Provider at the time of the Reservation. All funds of the User - are received, held and transferred exclusively within Stripe's regulated payment system. LOOP is not the holder, custodian or disposer of the User's funds at any stage of the payment flow. Stripe keeps funds separate from LOOP's assets, in accordance with the requirements for the protection of user funds under Directive (EU) 2015/2366 (PSD2) and the applicable Payment System Act.
- 7.4. Upon completion of the lease and the orderly return of the Item, LOOP shall submit to Stripe's system a technical order for the allocation of funds, on the basis of which Stripe: (a) shall pay the Lessor the amount of the lease minus the Service Fee referred to in Art. 8.1; (b) pays the Service Fee to LOOP as remuneration for the intermediary Service. In this process, LOOP acts exclusively as a technical initiator of orders according to the Stripe system and at no time receives, holds or distributes other people's funds.
- 7.5. If the Lessor fails to hand over the item and the Lessee can prove it, the Lessee is entitled to a full refund of the lease amount.
- 7.6. Refunds for cancellations are processed according to the applicable cancellation policy. Once the Service has been canceled and the cancellation has been confirmed by LOOP, Stripe processes the return, usually within 5 to 10 days.
- 7.7. Beneficiaries may not initiate reimbursements without a legitimate legal basis. Improper refunds may result in the suspension of the user account and/or the prohibition of access to the Application. LOOP may provide Stripe with relevant information to dispute or process refunds.
- 7.8. LOOP may charge VAT on fees according to the positive legal regulations of the Republic of Croatia governing taxes. Lessors are responsible for determining their own tax liabilities regarding lease income.
- 7.9. By using the payment functionalities of the Application, the User also accepts Stripe's terms of service available on stripe.com/legal/stel. In the event of any discrepancy between these Terms and Stripe's terms and conditions with respect to payment services, Stripe's terms shall apply. LOOP assumes no responsibility for Stripe's payment processing, availability of Stripe's system,

security incidents on Stripe's side, or any decision by Stripe regarding the acceptance or rejection of payment transactions.

- 7.10. The payment of the lease amount to the Lessor shall be initiated within 48 (forty-eight) hours from the end of the lease, provided that the Item is duly returned and the damage is not reported. If the damage is reported in accordance with Art. 11 of these Terms and Conditions, the payment shall be withheld until the dispute is resolved.

8. FEES

- 8.1. The Service Fee is charged to the Lessor and is deducted from the amount paid to the Lessor at the end of the lease ("**Service Fee**"). The Lessor does not pay the fee separately, but receives the lease amount minus the applicable fee. The fee for the Service is calculated degressively according to the total value of the lease, and it is a fixed rate according to the class — the rates are not cumulative, but a single rate of the class to which this amount belongs is applied to the entire lease amount:

The total value of the lease	Service Fee
Up to €100.00 (inclusive)	20% of the total lease value
From €100.01 to €500.00 (inclusive)	15% of the total lease value
More than 500,00 EUR	10% of the total lease value

The applicable Service Fee rate and the amount to be rejected are displayed to the Lessor prior to the publication of the Listing and in the Reservation overview, together with the amount to be paid to the Lessor at the end of the lease.

- 8.2. The Reservation Fee is added to the published lease amount and is paid by the Lessee ("**Reservation Fee**"). The Reservation fee is:

(i) 1.9% of the lease amount for Users whose payment service provider is located in the European Economic Area (Member States of the European Union, Iceland, Liechtenstein and Norway);

(ii) 3.25% of the lease amount for Users whose payment service provider is located outside the European Economic Area

The applicable Reservation Fee rate is shown to the Lessee prior to Reservation confirmation, together with the total amount to be charged. The Reservation fee is non-refundable.

- 8.3. The Reservation fee may vary between Item categories and is displayed at the time of Reservation. LOOP may update or modify the service or reservation fee at any time through changes to these Terms. The change in fees does not apply to Reservations confirmed before the effective date of the change. If the User does not accept the amended fees, the User may terminate the User account without any fee before the change comes into force.
- 8.4. If LOOP is unable to collect the Service Fee, Reservation Fee, Cancellation Fee or any other amount owed by the User to LOOP through the stored payment method, LOOP shall notify the User thereof without delay.
- 8.5. If the User fails to settle the debt within 7 (seven) days of receiving the notification referred to in Art. 8.4., LOOP may, without any further liability to the User: (a) temporarily suspend or restrict the User's access to the Platform in whole or in part; (b) suspend the provision of the Service until the debt is settled. LOOP is not obliged to provide any part of the Service until that amount is settled.

- 8.6. Termination of the use of the Platform or closure of the user account does not release the User from the obligation to pay all amounts incurred up to the moment of termination.

9. CANCELLATIONS AND COMPLAINTS

- 9.1. Lessees can cancel the reservation according to the cancellation policy selected for the specific item.
- 9.2. If the Lessor cancels the reservation or otherwise terminates the lease, the Lessor will receive a full refund of the lease amount. No additional compensation will be paid other than the amount originally paid for the lease. Any further disputes must be resolved directly between the parties outside the platform.
- 9.3. Both Lessors and Lessees can cancel a reservation due to force majeure.
- 9.4. For all categories of Items, the Lessee is entitled to the following refunds of the lease amount ("**Cancellation Fee**"):
- (i) 100% refund of the lease amount if cancellation occurs no later than 7 (seven) days before the start of the lease;
 - (ii) 50% refund of the lease amount if the cancellation occurs between 3 (three) and 6 (six) days before the start of the lease.

Cancellation within 3 (three) days before the start of the lease does not give the right to a refund of the lease amount.

For the subcategories Construction Machinery, Sound, Light and Stage and Inflatables, the following deadlines apply:

- (i) 100% refund of the lease amount if the cancellation occurs no later than 15 (fifteen) days before the start of the lease;
- (ii) 50% refund of the lease amount if the cancellation occurs between 7 (seven) and 14 (fourteen) days before the start of the lease.

For the subcategories Construction Machinery, Sound, Light and Stage and Inflatables, cancellation within 7 (seven) days before the start of the lease does not give the right to a refund of the lease amount.

- 9.5. If the Lessee is not able to contact the Lessor after concluding the Reservation, and in the meantime the deadline for a 100% refund referred to in Art. 9.4., The Lessee is obliged to notify LOOP at the address support@loop-rent.com and provide evidence of an attempt to contact them. If LOOP determines that the Lessee's claims are well-founded, the Lessee shall receive a full refund of the lease amount, and the Owner shall be charged the Early Cancellation Fee on their next transaction..
- 9.6. The Lessor may cancel the Reservation without sanctions within a period that still guarantees the Lessor a 100% refund according to Art. 9.4. For cancellations outside that period, the following consequences apply: (a) the Owner must immediately contact LOOP at support@loop-rent.com; (b) LOOP shall charge the Owner the Early Cancellation Fee on their next transaction; (c) the Owner shall be assigned one (1) penalty point. By way of exception, cancellation of a lease due to force majeure in accordance with Art. 9.3 of these Terms does not entail any sanctions.
- 9.7. The Early Cancellation Fee referred to in Art. 9.5 and this clause comprises the sum of the Service Fee and the Booking Fee that would have been applicable to the cancelled lease ("**Early Cancellation Fee**"). The Early Cancellation Fee is charged to the Lessor on their next transaction and is not included in the calculation of any refund paid to the Lessee.
- 9.8. Upon receipt of three (3) or more misdemeanor points, LOOP reserves the right to suspend or permanently delete the Lessor's user account, without the right to compensation.

- 9.9. The Cancellation Fee under Art. 9.4 is charged to the Lessee who initiated the cancellation and is not included in the calculation of the refund amount. The Early Cancellation Fee under Art. 9.6 is charged exclusively to the Lessor.
- 9.10. If a replacement Item is not available or if the Lessor cancels due to the Lessee's obviously insufficient ability to use the Item, determined on the day of takeover, the cancellation is considered justified. In this case, the Lessor is paid the lease amount, and the Reservation is treated as duly executed.

10. USER OBLIGATIONS

- 10.1. Users undertake to use the Service exclusively in accordance with these Terms, applicable laws and regulations of the Republic of Croatia and the European Union, and for the purposes for which the Service is intended. Any use of the Service that is contrary to its purpose, fraudulent, misleading or that causes damage to another User, LOOP or third parties is prohibited.
- 10.2. Users are obliged to keep their access data (username, password, multi-factor authentication) confidential and must not share them with any third party. Users may not allow third parties to use the Service through their user account. If the User suspects that his password has been compromised or that a third party has accessed his account without authorization, he is obliged to notify LOOP on support@loop-rent.com without delay so that LOOP can take protection measures.
- 10.3. Users are solely responsible for the accuracy, completeness and up-to-dateness of all information submitted through the Application, including:
- personal and contact data in the user profile (name, address, telephone number, e-mail),
 - disbursement data (Lessor's bank account) and payment instrument data (Lessee),
 - information in the Ads (description, condition, photos, price, availability of the Lot).

The user is obliged to update the information as soon as a change occurs. LOOP is not liable for damage caused by outdated or incorrect data entered by the User himself or failed to update.

- 10.4. In order to protect both parties when resolving disputes about the status of the Case, the Lessor and the Lessee are obliged to:
- (a) when handing over the Item to the Lessee — jointly inspect the Item and photograph its condition, including any previously existing damage, and notify LOOP thereof via the functionality provided for this purpose in the Application or, if this functionality is not available, store the documentation in the user profile;
 - (b) when taking over the Item from the Lessee — jointly inspect the Item and photograph any new damages and report it to LOOP in accordance with the procedure from the previous point.

If the User fails to document the condition of the Item in accordance with this paragraph, LOOP cannot guarantee the possibility of resolving the dispute about the condition of the Case. Failure to document shall be borne by the party who has not acted in accordance with this paragraph in the assessment of liability for damage.

- 10.5. The User is obliged to report to LOOP any incident that affects the Item, the implementation of the lease or the safety of the User, including theft, destruction, damage or accident, no later **than 24 (twenty-four) hours** from the knowledge of the incident, by contacting support@loop-rent.com.

- 10.6. Users warrant that they own all necessary rights to all content they upload to the Application (images, videos, Ad descriptions, reviews and all other communications through the App) ("**User-Generated Content**").

By uploading the User-generated content, the User grants LOOP a non-exclusive, free-of-charge, time-unlimited license to use, store, process, adapt, format, publish and display such content for the purpose of providing the Service and for marketing purposes. This license terminates for future marketing uses if the User removes the Advertisement and requests the deletion of the User-generated content in writing on the support@loop-rent.com, except to the extent that the content has already been distributed or made public and cannot be withdrawn without disproportionate effort. The user waives the right to compensation for the said use of the content.

LOOP may remove User-Generated Content that does not comply with the Terms, applicable regulations or that infringes the rights of third parties, in accordance with the Electronic Commerce Act, the Copyright and Related Rights Act and other applicable regulations.

Prohibition of certain shops

- 10.7. Users are prohibited, among other things:

- (a) use the Platform for purposes other than renting items - including marketing, promoting your own services or collecting data about other Users;
- (b) share personal data, contact details or other data about other Users with third parties outside the purpose of carrying out the lease;
- (c) contact other Users to arrange transactions outside the Platform with the aim of avoiding the Service Fee or the Reservation Fee;
- (d) abuse the review system - including fake reviews, pressure on other Users regarding reviews and manipulation of ratings;
- (e) attempt to gain unauthorized access to the technical infrastructure of the Platform, another user account or database;
- (f) transfer or assign the user account or rights under these Terms to a third party without the written permission of LOOP.
- (g) seek or in any way attempt to access the source code of the LOOP Application or any other part of the Service that LOOP has not expressly publicly disclosed for general use, including methods of reverse engineering, decompilation, or disassembly of software.

Special obligations of the Lessor

- 10.8. In addition to the general obligations referred to in this Article, the Lessor is particularly obliged:

- (a) ensure that the Item is in a condition suitable for the contracted use each time it is handed over to the Lessee, together with the necessary documentation, accessories and instructions for use;
- (b) be available for communication with the Lessee and with LOOP for the entire duration of the lease;
- (c) report to LOOP any circumstance that makes the Item temporarily or permanently unsuitable for lease (damage, theft, regulatory prohibition) without delay and update or remove the Advertisement accordingly;
- (d) comply with all legal obligations related to the advertising and lease of Items, including tax obligations to report lease income in accordance with applicable tax regulations. LOOP does not provide advice on this matter and is not responsible for the Lessor's failures in fulfilling legal obligations.

Special obligations of the Lessee

10.9. In addition to the general obligations referred to in this Article, the Lessee is particularly obliged:

- (a) use the Item exclusively for the purpose and in the manner specified in the Advertisement and in accordance with the instructions of the Lessor, and in accordance with all applicable laws;
- (b) take care of the Item with the care of a good master for the entire duration of the lease;
- (c) return the Item at the agreed time and place, clean and in a condition corresponding to normal wear and tear of the material;
- (d) in the event of inability to return in a timely manner, immediately notify the Lessor and LOOP via the Application and pay the Cancellation Fee.

User's responsibility towards LOOP

10.10. The user is liable to LOOP for any damage that occurs as a direct consequence of:

- violation of these Terms by the User,
- providing false, inaccurate or incomplete information that caused damage to LOOP,
- unauthorized use of the user account for which the user is responsible,
- intentional or grossly negligent behavior of the User

Responsibility of the person who made the reservation

10.11. The person who makes the reservation and thereby concludes the lease agreement is the Lessee responsible for the Item and for the obligations under that agreement, even if he/she rents the Item on behalf of another person or allows another person to use the Application through his/her user account. LOOP cannot be held responsible for such cases.

11. COMPLAINTS

11.1. Disputes between the Lessor and the Lessee arising in connection with the implementation of the lease, including disputes regarding the condition of the Subject, liability for damage or fulfillment of obligations under the lease agreement, shall be resolved directly between the User.

11.2. The Lessor and the Lessee may independently agree on the amount of money that the Lessee shall hand over to the Lessor upon receipt of the Item as a security deposit ("**Deposit**"). The deposit is not a mandatory element of the lease, but is agreed upon by the free will of both parties. In this case, the Deposit shall be handed over to the Lessor directly — in cash or by any other means agreed by the parties — upon receipt of the Items. LOOP is not a party to this relationship or an intermediary in the transfer of the Deposit and does not bear any responsibility in connection with the surrender, safekeeping or refund of the Deposit submitted outside the Platform.

11.3. The deposit serves as security for the Lessor's claims against the Lessee that may arise during the lease term, and in particular:

- (i) compensation for damage caused to the Item by negligence, negligence or exceeding the purpose of using the Item;
- (ii) repair costs of the Item that exceed the limits of regular wear and tear in accordance with Art. 5.5. of these Terms;

(iii) fees for late return of the Item in accordance with Art. 5.10. of these Terms.

- 11.4. The return of the Deposit to the Lessee is carried out directly by the Lessor, upon the return of the Item.
- 11.5. If the Subject is insured through an insurer, the claim for compensation from the insurance shall be submitted by the User directly to the insurer. If the User needs documentation or evidence available to LOOP when submitting a request (reservation information, records of submission and collection of the Item or other relevant documentation), they may request support by contacting LOOP's customer service at support@loop-rent.com. LOOP will endeavour to provide the available documentation within a reasonable time, but is not a party to the proceedings before the insurer and is not responsible for the outcome of such proceedings.
- 11.6. The Lessor is responsible for the damage caused to the Lessee or third parties caused by the handover of the Item that was not correct, safe or suitable for the agreed use, and this defect was not noticed or reported by the Lessor despite the fact that the Lessor knew or should have known about it. From the moment of handing over the Item to the Lessee, the Lessee is solely responsible for damage caused to third parties by using the Item or in connection with the Item.
- 11.7. If, upon the expiry of the lease period, the Lessee fails to return the Item and the Lessor is unable to contact the Lessee and the Item was not rented with the LOOP Guarantee, the Lessor shall: (a) contact LOOP at support@loop-rent.com without delay; (b) report the disappearance of the Item to the competent authorities (police) if there is a reasonable suspicion of theft, misappropriation or misappropriation of the Object. LOOP will, at the request of the Lessor or the competent authorities, provide the available information about the Reservation and the User to the Lessor to the extent permitted by the applicable regulations on the protection of personal data.

12. LOOP'S RESPONSIBILITY

- 12.1. LOOP aims to make the service available 24 hours a day. However, LOOP is not liable if all or part of the Service is unavailable at any time or during any period, regardless of the reason.
- 12.2. Access to the Service may be temporarily suspended without prior notice in the event of system failure, maintenance, repair, or for reasons beyond LOOP's control.
- 12.3. LOOP endeavours to ensure that the information in the Application is materially accurate. However, LOOP does not guarantee the accuracy or completeness of the content and may make changes at any time without notice.
- 12.4. The content of the Advertisement is provided "as is" and LOOP makes no warranties regarding the Subject or the Advertisement.
- 12.5. LOOP reserves the right to fully cooperate with the relevant authorities and to comply with any court order requiring the disclosure of personal information or location information of anyone who posts content in violation of these Terms.
- 12.6. LOOP will comply with the applicable obligations of the platform operating in the Republic of Croatia, including requirements related to illegal content, security, reporting and removal obligations under relevant legislation.

13. LIMITATION OF LIABILITY

- 13.1. LOOP is exclusively an intermediary digital platform. LOOP is not a party to the lease agreement concluded by the Lessor and the Lessee through the Platform and does not assume any obligations, rights or responsibilities from that agreement. All claims relating to the fulfilment, non-fulfilment, quality of the Item, damage caused by the use of the Item, bodily injury, theft or criminal activity arising during or as a result of the lease - are exclusively a matter of the legal relationship between the Lessor and the Lessee and such claims cannot be addressed to LOOP.

- 13.2. The liability of LOOP is limited to the scope of the Service provided by LOOP as an intermediary, which is: technical mediation in establishing contact between the Lessors and the Lessors, enabling the reservation. LOOP is not responsible for the fulfillment of the lease agreement, the condition of the Item, or for the behavior of the User before, during or after the lease.
- 13.3. Users assume the full risk arising from the very act of renting and using the Items. The Lessor is responsible for the legality, accuracy and completeness of the Advertisement and for the Item it offers for rent. Each request for compensation for damage incurred during the lease is addressed directly by the Users to each other.
- 13.4. To the extent permitted by the laws of the Republic of Croatia, LOOP excludes liability for direct or indirect losses, damages or costs suffered by users or third parties in connection with the use or inability to use the Service, regardless of how such loss occurred and whether caused by negligence, breach of contract or otherwise.
- 13.5. LOOP is not responsible for any theft, robbery, or criminal activity that may occur during the lease process or as a result of using the Service. Users engage in lease at their own risk, and LOOP disclaims any liability for loss or damage resulting from such incidents.
- 13.6. In the event that LOOP's liability is excluded or limited pursuant to Sections 12 and 13, the liability of each employee, representative and representative of LOOP is also excluded or limited.
- 13.7. LOOP is not responsible for any damage or injury caused by the use of the Item to third parties or Users.

14. TERMINATION

- 14.1. LOOP may, at its sole discretion and without prior notice, temporarily or permanently limit or terminate the User's access to the Service, or block all correspondence with the User, if:
- a) regulatory changes limit LOOP's ability to provide the Service;
 - b) events beyond LOOP's control prevent LOOP from providing the Service, including technical, capacity, or communication problems;
 - c) LOOP considers that the User is abusing the Service or otherwise violating these Terms;
 - d) LOOP considers that the beneficiary does not have adequate creditworthiness;
 - e) the user behaves in a threatening, abusive, discriminatory or otherwise inappropriate manner towards other users, LOOP staff or third parties;
 - f) The User acts in a manner that could damage the reputation of LOOP;
 - g) LOOP considers that the User is abusing or attempting to defraud LOOP's insurance and/or guarantee arrangements;
 - h) The Beneficiary breaches the terms of insurance and/or guarantees;
 - i) LOOP suspects unauthorized use of user access data;
 - j) the User misuses the service, for example by sending spam, unauthorized marketing or unsolicited messages;
 - k) the User violates the law or engages in illegal, misleading or harmful behavior; or
 - l) LOOP considers that the User acts contrary to the purpose of the Service.
- 14.2. Users may request a review of the decision to suspend the user account, i.e. the decision to prohibit access to the Application by contacting support@loop-rent.com and customer support will assess the request and take further appropriate action according to such assessment.
- 14.3. Deleting the LOOP application from the User's device does not automatically entail the closure of the user account. For the permanent closure of the user account, the User is obliged to send a request to the address info@loop-rent.com. Once LOOP confirms the closure of the account,

the User loses all rights to access the Service, the User Content and all information stored on the Platform.

- 14.4. A request for permanent deletion of the User's account may be submitted only if the following conditions are cumulatively met: (a) the User has no active debts to LOOP or any other User arising from the use of the Platform; (b) The User has no pending disputes in accordance with Art. 11 of these Terms. If the above conditions are not met, LOOP will notify the User of the impossibility of performing the deletion until the conditions are met. After LOOP confirms the fulfillment of all conditions, the user account is deleted within 30 (thirty) days of submitting a proper request.
- 14.5. Upon termination or suspension of the User's account, LOOP may permanently delete the User Content, including all data, photographs, descriptions and other information uploaded by the User to the Platform. LOOP is not obliged to provide compensation for losses suffered by the User due to the loss of access to such data. Users are advised to keep copies of all content they have uploaded to the Platform.
- 14.6. Closing the User's account or ceasing to use the Platform does not release the User from the obligation to settle all amounts incurred up to the moment of closing the account.

15. PERSONAL DATA

- 15.1. The use of the Service involves the processing of personal data for various purposes. LOOP is a data processor. Personal data includes information that can directly or indirectly identify a person, such as a name or address.
- 15.2. By accepting these Terms, users agree that LOOP processes the following categories of personal data:
 - i. contact information such as name, email address, telephone number, address and national identification number (where applicable);
 - ii. Payment information, such as debit or credit card information, or bank account information for withdrawals.
 - iii. location information such as geographic coordinates;
 - iv. a detailed lease history, including invoices and timestamps;
 - v. IP address;
 - vi. User information related to customer support interactions;

for the purposes set out in the 15.3.

- 15.3. LOOP may use, compile, process and analyze the information described in section 15.2 for the following purposes: (i) Contact information is used to create a LOOP account and to create Advertisements. (ii) Payment data is used to process lease payments and for payments to Lessors. (iii) Location information is used to display items available near the user or in the vicinity of a selected location. (iv) My Statistics" is used to display historical data to the user. (v) IP addresses are used to set up an account with LOOP's payment provider, Stripe. (vi) Personal data may also be processed for the management of user accounts, for marketing of LOOP or its partners, for usage analysis, to ensure technical functionality and to comply with legal obligations.
- 15.4. Users have the right, free of charge, to request information and receive a copy of the personal data that LOOP processes about them. Users also have the right to request the correction, deletion or restriction of inaccurate personal data.
- 15.5. Recipients of your personal data:

LOOP may share your personal data with: (i) the Croatian police or other competent authorities in connection with criminal proceedings or legal obligations; (ii) Stripe, Inc. to process payments; (iii) LOOP's partners or guarantors, as applicable from time to time; (iv) Heroku, Google Cloud

Services, Amazon Web Services, or their successors for hosting and infrastructure; (v) Intercom (or its successors) for customer support management; (vi) Customer.io (or its successors) for e-mail communications, including Reservation confirmations and introduction messages; (vii) LINK Mobility International (or its successors) for SMS notifications; (viii) IT consultants engaged for the maintenance or development of the system; (ix) other third-party service providers acting as processors subject to contractual data protection obligations. When data is shared with the processor, LOOP enters into data processing agreements that impose strict rules on confidentiality, security and permissible processing.

15.6. Your rights and contact details:

If you have any questions or complaints regarding LOOP's handling of personal data, please contact:
Email: support@loop-rent.com Address: Radnička cesta 80.

15.7. LOOP processes personal data in accordance with the General Data Protection Regulation (GDPR) and the Right of Access to Information Act. Users can also file complaints with the Personal Data Protection Agency (AZOP).

15.8. Any person who considers that the content available through the Platform violates their rights or is contrary to the Acceptable Use Policy may send a written notice of infringement to LOOP (hereinafter referred to as the "Notice of Infringement") to support@loop-rent.com.

15.9. The infringement notification must include: (a) the applicant's name, surname and contact details; (b) a clear description of the reasons why the applicant considers that the content infringes their rights or is contrary to the Acceptable Use Policy; (c) the URL address or other appropriate means of identifying the objectionable content.

15.10. LOOP will review any proper Notice of Infringement within a reasonable period of time and take appropriate measures in accordance with applicable regulations, including any temporary or permanent unavailability of the disputed content.

16. INTELLECTUAL PROPERTY

16.1. All intellectual property rights on the Platform, the Application and their content (software, design, databases, trademarks) are protected by applicable regulations and are owned by LOOP or its licensors. Users may use the Platform and the Application only for the purpose for which they are intended, in accordance with these Terms.

16.2. The User retains all copyright and other intellectual property rights to the content uploaded to the Platform (photos, descriptions, reviews, etc.). By uploading content, the User grants LOOP a non-exclusive, free license to use, store, process, adapt and display such content for the purpose of providing the Service, and for marketing purposes of LOOP. By using the content for marketing purposes, LOOP will not undermine the honor, reputation or integrity of the User or the context in which the content was originally uploaded.

16.3. The license for marketing purposes terminates on the day of receipt of the User's written request for the cessation of use, except for content that has already been published and which cannot be withdrawn without disproportionate efforts, taking into account the interest of the User. The termination of the license does not affect the right of LOOP to continue to use the content exclusively for the technical functioning of the Platform (storage, display of active ads).

16.4. This license does not include the transfer of moral rights of the author, which remain in full with the User in accordance with the applicable regulations.

17. LOOP WARRANTY

17.1. The LOOP Guarantee is an optional protection service offered to Lessors for certain categories of Items. The LOOP Warranty protects the Lessor from financial damage caused by theft, breakage or loss of the Item by the Lessee for the entire duration of the lease.

- 17.2. When accepting a Reservation request, the Lessor may choose between: (A) classic acceptance of the request — without activation of the LOOP Guarantee; or (B) accepting the claim with the LOOP Warranty.
- 17.3. The fee for the LOOP Guarantee is 8% (eight percent) of the value of one day of lease for the Item in question, regardless of the length of the lease. The minimum fee for the LOOP Guarantee is 5.00 EUR. The fee is retained from the payment to the Lessor at the end of the lease.
- 17.4. The LOOP Warranty is not available for the following categories and subcategories of Items: (a) Drones; (b) Puffers; (c) Home and household; (d) Vehicles; (e) Other.
- 17.5. Vehicles in the rent-a-car category are subject to special insurance conditions according to Art. 5.6. of these Terms.
- 17.6. The LOOP Guarantee is activated only if the following prerequisites are cumulatively met: (a) the Lessor has chosen the option with the guarantee when accepting the claim; (b) When handing over the Item, the Lessor has documented the condition of the Item with photographs in accordance with Art. 10.4. of these Terms; (c) The lessor reported the incident to LOOP within the deadline set out in Art. 10.5. of these Terms; (d) The lessor has filed a complaint within two days of the termination of the lease.
- 17.7. If the Item is not rented with the LOOP Warranty, LOOP does not mediate in damage disputes between the User.

18. ASSESSMENT GUIDELINES

- 18.1. We may provide you with areas on the Services to leave reviews or ratings. When posting a review, you must adhere to the following criteria: (1) you should have first-hand experience with the person/entity being reviewed; (2) your views must not contain offensive profanity or offensive, racist, offensive or hateful language; (3) your reviews must not contain discriminatory references based on religion, race, gender, national origin, age, marital status, sexual orientation, or disability; (4) your reviews must not contain references to illegal activities; (5) you should not be affiliated with competitors if you post negative reviews; (6) you should not draw any conclusions about the legality of the conduct; (7) you may not post false or misleading statements; and (8) you may not run a campaign that encourages others to post reviews, whether positive or negative.

19. DISPUTE RESOLUTION

- 19.1. The Application is intended for users accessing the Service from the Republic of Croatia, unless otherwise stated.
- 19.2. Users accessing the App from outside the Republic of Croatia are responsible for compliance with applicable local laws where relevant.
- 19.3. If any provision of these Terms is found to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- 19.4. These Terms constitute the entire agreement between LOOP and the User regarding the use of the Service and supersede any prior agreements or statements related to this subject.
- 19.5. If a dispute arises between LOOP and the User in connection with these Terms or otherwise, the parties shall first attempt to resolve the dispute amicably.
- 19.6. If the parties cannot reach an agreement, the dispute may be referred to the competent court in Zagreb.
- 19.7. These Terms and any disputes arising in connection with the Terms and the Service shall be governed by the laws of the Republic of Croatia. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

ANNEX 1 – LIST OF PROHIBITED ARTICLES

List of prohibited items on LOOP:

1. Illegal, dangerous, or obscene items:

- weapons, ammunition, explosives, fireworks or other dangerous objects;
- flammable, toxic or radioactive substances and waste
- pressurized tanks (containing gases, liquids, etc.)
- Medical Equipment & Medical Devices
- Hospital waste
- drugs, narcotic drugs or other psychotropic substances
- illegally acquired goods
- Goods that do not comply with international conventions or the laws of the destination country, whether during transport to/from or at the location in question
- Goods requiring a permit or special permits
- Goods with offensive or obscene inscriptions or images (including pornographic material)

2. Valuable or controlled goods:

- securities/shares, bills of exchange, prospectuses or other valuable objects
- products requiring specific transport documents and permits
- Lottery tickets
- Receipts or Subscription Receipts
- Goods for which a declaration of value is required
- national identity cards or other types of identification documents
- money or bank cards
- Electronic cigarettes
- tobacco products or alcoholic beverages
- devices for jamming radio frequencies, electronic monitoring devices without the consent of the owner and other devices whose lease is prohibited by special regulations
- live or dead animals

- Human remains or body parts

3. Items that require special handling:

- Perishable goods or infectious substances
- metals or stones
- Unmanned aerial vehicles, drones