

Terms and conditions of PANEK CARSHARING

Valid from 9 October 2018

Introduction

1. The following Terms and conditions ("Terms and conditions") specify the conditions for providing the rental car service of PANEK Carsharing ("PANEK Carsharing").
2. PANEK Carsharing is provided by PANEK S.A. based in Warsaw (postal code: 02-390), ul. Grójecka 208, registered in the Register of Entrepreneurs of the National Court Register, District Court for the capital city of Warsaw in Warsaw, 13th Commercial Division of the National Court Register with the number: 0000324104, NIP: 692-246-16-23 ("PANEK").
3. The information relating to PANEK Carsharing may be obtained: at panekcs.pl, at the 24h call centre of the Customer Service Office (+48) 690 20 20 20 ("Hotline") and at the PANEK Customer Service Offices whose addresses are listed at panekcs.pl.

Account activation

4. PANEK Carsharing may be used by a natural person, including a self-employed person ("Customer"), who has full legal capacity, valid driving license category B ("Driving License"), which is accepted on the territory of Poland, and an active Customer Account in PANEK Carsharing ("Account").
5. Account activation is carried out with the PANEK Carsharing mobile application ("Application") or at panekcs.pl.
6. The application is available for two platforms: iOS and Android. The application should be downloaded from the App Store (iOS) or Google Play (Android).
7. In order to activate the Account, it is necessary to:
 - a. register the Account by:
 - i) filling in the form available in the Application or at panekcs.pl and
 - ii) sending the photograph of the front of your Driving License after having covered the following data, which PANEK does not need to perform the Customer verification process: a photo of the face, place of birth, date of issue of the Driving License, specimen signature, issuing authority (the photo of the Driving License is removed by PANEK immediately after effective activation of the Customer Account, no later than within 24 hours) and
 - iii) confirming the registration with the link sent to the e-mail address provided in the form;
 - b. provide payment card ("Payment Card") details with recurring and correspondence transactions switched on, which will be used to make payments for PANEK Carsharing; it is not allowed to use a Payment Card issued for a person other than the Customer;
 - c. accept the Terms and Conditions and the Privacy Policy;
 - d. consent to charging the Payment Card with receivables due to the use of PANEK Carsharing
 - e. pay a non-returnable registration fee of PLN 1 (one) with the Payment Card; the registration fee will be credited towards the Customer's receivables for PANEK Carsharing.
8. After activating the Account, the Customer may rent ("Rental") a car ("Car") from PANEK on the terms specified in the Terms and Conditions, the instruction manual ("Manual") and according to the Price List ("Price List").

9. In the course of activating the Account PANEK is authorized to ask the Customer to provide additional information or explanations related to the activation process. PANEK reserves the right to terminate and

refuse to activate the Account.

10. The Customer commits themselves to immediately update their data provided in the course of activating the Account, in particular the information concerning the Driving License, Payment Card and contact details.

11. The Customer may at any time cancel (unregister) with PANEK Carsharing. In order to unregister, the Customer contacts Customer Service Office or the Helpline.

Starting and terminating the rental

12. The Customer may use the Car after having made a reservation ("Reservation"). The reservation is valid for a specified number of minutes, as indicated by the Application. The Customer may also start the Rental without the reservation of the Car, as long as they are directly next to the Car and the Car has not been previously reserved by another Customer.

13. If the Customer makes a Reservation and does not start the Rental during the period or cancellation of the Reservation ("Ineffective Reservation"), the Customer will be charged as per Parking for each started minute of each subsequent Reservation made within 24 hours from the beginning of the Ineffective Reservation.

14. Before starting the drive, the Customer is obliged to - following the Application's instructions - assess the technical condition and cleanliness of the Car inside and outside.

15. The Rental starts once the option in the Application confirming the start of the Rental is chosen, resulting in the opening of the Car (conclusion of the Rental Contract). Termination of the Rental by the Customer takes place in the Application by selecting the option of terminating the Rental. Terminating the Rental is possible after switching off the ignition, leaving the Car and closing the door. Rental may be started and terminated only in the zone designated by PANEK visible in the Application ("PANEK Zone"). With the reservation of the previous sentence, the use of the Car is possible both in the PANEK Zone and outside it.

16. The Customer may take a break from the trip and temporarily leave the car without terminating the rental by using the "parking" mode from the Application in compliance with the guidelines in the Manual. Parking is forbidden in the Prohibited Places specified in point 17 b.-h. of Terms and Conditions.

17. It is forbidden to terminate the Car Rental outside the PANEK Zone and in the following places ("Prohibited Place"):

- a. in the area where there are any restrictions regarding parking the Car, eg fees, access control and restrictions, time limits for parking, etc. (except for the public paid parking zone and special parking spaces designated by PANEK) ;
- b. in no stopping or no parking areas, and other places where leaving the Car will violate applicable law, in particular the provisions of the Road Traffic Act;
- c. in places not intended for stopping or parking the Car, or hindering the use of PANEK Carsharing;
- d. in underground garages, multi-storey car parks and other places where there is no satellite communication range (GPS);
- e. in green areas;
- f. in the case of special parking lots - in parking spaces other than those designated for PANEK Carsharing;
- g. in places designated for use by people with disabilities;
- h. in places designated for charging electric cars.

18. Terminating the Rental or "Parking" in the paid parking lot within the public paid parking zone located in the PANEK Zone is free for the Customer. Leaving the Car by the Customer in a different place, resulting in charging any fees other than the fee for parking in the public paid parking zone, is charged to the Customer and the Customer is obliged to cover all the costs.

19. Special Paid Parking is a zone marked in the Application, in which starting and/or terminating the Rental involves additional payment.

Rules for using the Car

20. The Customer is obliged to use the Car in compliance with:

- a. Terms and Conditions,
- b. Manual found in the Car and at panekcs.pl,
- c. Notifications and commands of the Application,
- d. Car's messages and controls,
- e. applicable laws,
- f. recommendations (notifications, orders) of traffic management bodies and other persons authorized to establish the rules of moving by Car.

21. The use of PANEK Carsharing is possible after installing the updated version of the Application on a mobile device (phone, tablet). In order to ensure correct operation of PANEK Carsharing, it is necessary to update the Application according to the available updates and to consent to give the Application an access to the location of the mobile device while using the Application and the Rental.

22. PANEK is not responsible for the lack of power supply, lack of cellular network or Internet network coverage, broken or faulty GPS module in the Customer's mobile device, which are necessary for the proper operation of PANEK Carsharing.

23. The car is handed over to the Customer with the amount of fuel visible in the Application.

24. The customer may refuel only if the fuel level in the Car is 25% of the tank or less, by refuelling only to the full, using the fuel card available in the Car ("Fuel Card"), at the fuel stations where the Fuel Card is supported. The Fuel Card is issued for a given Car and entitles to refuel only the car tank assigned to it (excluding refuelling other containers than the tank). The car can be refuelled only with Pb95 petrol. The Customer who refuelled the car following the conditions described in the previous sentences will receive a discount in the amount and on terms specified at panekcs.pl.

25. The Customer is obliged to use the Car with due diligence in compliance with its intended use and return the Car (terminate the Rental) in the condition in which it was at the beginning of the Rental.

26. It is forbidden to use the Car:

- a. in competitions, rallies, races, tests, sports trials, etc .;
- b. under the influence of alcohol, intoxicants, drugs, medicines and any other substances that have a negative effect on driving a Car;
- c. in violation of traffic regulations;
- d. for towing;
- e. outside Poland.

27. It is forbidden to:

- a. share the Car by the Customer with third parties and let third parties drive the Car, even if the Customer is also in the Car as a passenger. The customer is fully responsible full for damages caused by such third parties;
- b. smoke tobacco products in the Car, use electronic cigarettes, consume alcohol, use narcotic substances, drugs, etc.;
- c. transport animals in the Car except for in the container specially designated for this purpose;
- d. remove, change or cover the labels placed by PANEK on and in the Car, as well as placing any labels by the Customer;
- e. perform any repairs or servicing in the Car, opening the bonnet, removing or replacing any parts, rims, tires or elements of the Car's equipment.

28. The Customer is obliged to immediately inform PANEK through the Helpline or Customer Service Office and follow the instructions in the case of:

- a. any damage, collision or accident while the Car was at the Customer's disposal; the notification should be made no later than within 1 hour of becoming aware of the incident;
- b. loss of the Car or its equipment;
- c. Car breakdown or display of any warning message (controls) in the Car;
- d. loss of access or failure in the operation of PANEK Carsharing.

29. If the Customer doesn't use the Car in accordance with the Terms and Conditions or the law, and if the circumstances indicate the theft or appropriation of the Car, PANEK may immediately cease to provide PANEK Carsharing service, terminate the Rental as well as collect the Car.

30. PANEK is entitled to terminate the Rental if it lasts continuously for more than 24 hours and the Customer's Payment Card has not been effectively charged in accordance with the point 31 of the Terms and Conditions.

Payments

31. The Customer pays for Car Rental at the rates from the Price List. The Price List is available in the Application and at panekcs.pl. The Customer also incurs additional fees indicated in the point 40 of the Terms and Conditions.

32. The fee for using the Car is calculated for each commenced minute or Parking or according to the daily rate calculated jointly for driving time and Parking. In each case, the fee for each commenced kilometre is added.

33. The Customer pays the payment to PANEK by automatically charging the Customer's Payment Card after the completed Rental, with the reservation of the next sentence. If the Rental takes longer than 24 hours, the Customer's Payment Card is charged after every 24 hours of the Rental.

34. PANEK does not store payment card details. The data is only stored by a billing agent.

35. Each time the Customer's Payment Card is charged, the Customer shall receive an invoice to their e-mail address with the amount covered for the use of PANEK Carsharing.

36. On their account the Customer may keep track of the status and history of transactions with PANEK.

37. PANEK may grant the Customer rebate codes on separate terms, including the funds on the Account to be spent on Rental. The granted funds are not exchangeable for money.

38. PANEK can update the Price List. The new Price List comes into force at the moment determined by PANEK. In the event of changing the Price List during the Rental period, the previous Price List applies. The

Customer is obliged to read the Price List each time before the start of the Rental. Commencing the Rental is tantamount to acceptance of the Price List.

39. In the case of default on payment by the Customer PANEK is entitled to block the Customer Account and to suspend the access to the Rental until all arrears are covered, and PANEK is also entitled to start pursuing the debt.

Car damage and Customer liability

40. The Customer incurs the following Additional Fees (unless the Customer proves that the event occurred for reasons which they are not liable for):

- a. damage to the Car reported to PANEK in accordance with the point 28 of the Terms and Conditions,: the due amount corresponding to the value of damage according to the valuation of the expert system used to assess damages and the value of vehicles, but not more than PLN 1000;
- b. smoking in the Car of tobacco products, use of electronic cigarettes, consumption of alcohol, consumption of narcotic substances and drugs: PLN 300;
- c. soiling the interior in a way that requires cleaning the Car: PLN 300;
- d. making the Car available for driving to a third party: PLN 5000;
- e. terminating the Rental or Parking in a Prohibited Place, abandoning the Car, leaving the Car with the lightswitched on: PLN 200 and additionally all the costs incurred as a consequence of the incident;
- f. Panek making the Customer's data available to the authorized entities (e.g. Police): 50 PLN;
- g. loss or destruction of the original registration document or Fuel Card: PLN 200;

41. The customer is responsible, to the full value of the damage, if:

- a. the damage was caused as a result of deliberate act or nonfeasance or negligence by the Customer;
- b. the damage occurred in the circumstances described in the point 26 a), b), d), e) of the Terms and Conditions;
- c. the Customer walked away (escaped) from the place of the incident (accident, collision);
- d. the Customer did not fulfil the obligations required by the Car's insurer, which resulted in the refusal to pay compensation due to the fault of the Customer, or drove the Car without a valid Driving License;
- e. the Customer exceeded the permissible speed by at least 30 km/h or grossly violated other traffic regulations;
- f. the Customer did not report to PANEK the event mentioned in the point 28 of the Terms and Conditions;
- g. damage was caused as a result of making any repairs or servicing in the Car, opening the bonnet, removing, replacing or losing any parts, rims, tires or elements of the Car equipment.

42. The payment of all penalties, fines, parking fees outside the public paid parking zone, other charges for the use of road infrastructure and other civil and public receivables arising from the use of the Car by the Customer is the responsibility of the Customer, unless the Customer shows that in accordance with the

law they are not liable for such payments, or proves that the imposition of the payments on the Customer was the result of the fault of PANEK. The Customer is obliged to return the amount that PANEK paid in connection with the Customer's breach of the obligation set forth in the previous sentence.

Data processing

43. The administrator of personal data is PANEK S.A. based in Warsaw, ul. Grójecka 208, 02-390 Warsaw.

44. The rules for the personal data processing by PANEK are defined in the Privacy Policy.

Complaints

45. Complaints may be made by post to the address provided in the Introduction of the Terms and Conditions or via email to the address reklamacje@panekcs.pl.

46. The complaint will be investigated within 30 days from the date of its receipt by PANEK.

47. The reply to the complaint is handed over to the Customer by PANEK on paper or other durable medium.

Technical requirements

48. The use of the Application is possible while meeting the following technical requirements:

- a. a mobile device with iOS version 8 or higher, or with Android version 4.0 or higher;
- b. Internet connection with data transfer enabled;
- c. GPS location of the mobile device enabled.

49. Without any charge PANEK provides the Customer with a non-exclusive, non-transferable and unrestricted in territory license to use the Application in the following fields of use: installation of the Application on a mobile device, launching the Application, storage and use of the Application in accordance with its functionality.

50. PANEK reserves the possibility of temporary Application downtime caused by modernization activities, maintenance or update.

Final Provisions

51. Any disputes arising in connection with the use of PANEK Carsharing shall be resolved by the court competent for the headquarters of PANEK and are subject to Polish law, with the reservation that in the case of a consumer within the meaning of the Civil Code, the competent court will be the one according to general jurisdiction.

52. A Customer who is a consumer within the meaning of the Civil Code has the right to withdraw from the contract concluded as a result of activating the Customer Account within 14 days from its conclusion, with the reservation that the Customer is obliged to pay for the completed Rental. The customer may withdraw from the contract by submitting a written statement of withdrawal to PANEK. The statement may be submitted on the form, the model of which is attached as Annex 2 to the Act referred to in the point 53 of the Terms and Conditions, but it is not mandatory. To keep the deadline to withdraw from the contract, it is sufficient to send information regarding the exercise of the right to withdraw from the contract to the address listed in point 2 of Terms and Conditions before the date indicated in the first sentence.

53. The Customer, in accordance with article 38 point 12) of the Act of 30 May 2014. on consumer rights (Journal of Laws 2017.683, consolidated text), has no right to withdraw from the rental agreement (Rental).

54. PANEK is authorized to deregister the Customer from PANEK Carsharing in case of breaching the Terms

and Conditions or applicable laws by the Customer.

55. In all the matters not covered by the Terms and Conditions, the principles of functioning and use of PANEK Carsharing are regulated by generally applicable laws, Price List and Manual

56. The Customer is forbidden to provide in any way within PANEK Carsharing unlawful content, as well as false or misleading information.

57. PANEK is entitled to amend the Terms and Conditions, in particular for the following reasons: a. change in the law that affects mutual rights and obligations between PANEK and the Customer or change in the interpretation of the above provisions as a result of court ruling, decisions, recommendations or instructions by offices or bodies appropriate to the given area; b. change in the way PANEK Carsharing is provided for technical or technological reasons (in particular, updating the technical requirements indicated in the Terms and Conditions); c. modification, introducing new or withdrawing the existing functionalities of PANEK Carsharing; d. change in costs, charges or losses incurred by PANEK in relation to the provision of PANEK Carsharing. The information on changing the Terms and Conditions will be sent to the Customer by e-mail at least 7 days in advance. If the Customer does not resign from the PANEK Carsharing Service until the changes in the Terms and Conditions come into force, the Customer has accepted the changes. The amendments to the Terms and Conditions are applicable for the future, to Rentals started after the amendments to the Terms and Conditions take effect and do not affect the commenced and ongoing Rentals.

58. The Terms and Conditions are available on panekcs.pl in a manner enabling its acquisition, reproduction and recording.

59. Terms and Conditions come into force on 9 October 2018.