

Terms and Conditions of PANEK CARSHARING service

Effective from 5 January 2021

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 service 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, 12th 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, in the Application and at the 24h call centre whose number is indicated in the Application and 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").
6. In order to activate the Account, it is necessary to:
 - a. register the Account by:
 - i) filling in the registration form available in the Application and
 - ii) submitting photographs of documents or other attachments following the instructions in the registration form [a photograph of the front of the Driving Licence (obverse) and a selfie photograph of the face with the front of the Driving Licence (obverse)] 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 internet, 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 using the Card;
 - 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 with the Payment Card a non-returnable registration fee (the value indicated in the Application); the first registration fee will be credited towards the Customer's receivables for Rental.
7. After activating the Account, the Customer may rent ("Rental") a car ("Car") from PANEK on the terms specified in the Terms and Conditions, according to the price list available in the Application or at panekcs.pl ("Prices").
8. In the course of activating the Account PANEK is authorized to ask the Customer to provide additional information, documents or explanations related to the activation process in order to confirm the Customer's identity, personal data and address of residence in Poland or abroad. PANEK reserves the right to terminate and refuse to activate the Account.
9. 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 address and contact details. Changing the Payment Card involves incurring a one-time non-refundable registration fee in the amount indicated in the Application.
10. The Customer may at any time cancel (unregister) with PANEK Carsharing by reporting the cancellation to iodo@panek.eu.

Starting and terminating the rental

11. The Customer may use the Car after its prior reservation ("Reservation") or without Reservation, as long as they are directly next to the Car and the Car has not been previously reserved by another Customer. The Customer shall pay for the Reservation according to the prices and conditions specified in the Application and at panekcs.pl. Failure to pay for the Reservation results in its automatic cancellation.
12. 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.
13. 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 after confirmation of this fact by an appropriate message in the Application. The Customer is obliged to check each time that the Rental has been correctly terminated and the Car is locked. Terminating the Rental takes place after switching off the ignition, leaving the Car and closing the door. Rental may be started and terminated, subject to clause 18 of the Terms and Conditions, only in the zone designated by PANEK visible in the Application ("PANEK Zone"). Apart from that the use of the Car is possible all over Poland.
14. The Customer has the possibility to stop the journey without terminating the Rental ("Stopover"). Parking is forbidden in the Prohibited Places indicated in point 15 b.-h. of the Terms and Conditions. An exception is a Stopover in underground garages and other places with limited GPS and GSM coverage, if the Car is equipped with a key to start the ignition. In this case, the car must be locked with the key when parked.
15. It is forbidden to terminate the Car Rental outside the allowed PANEK Zone (including the red area marked in the Application) and in the following places ("Prohibited Place"):
 - a. in the area where there are any restrictions regarding parking the Car, e.g. 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 navigation range (GPS) or GSM;
 - 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 the case of a Car other than an electric car — in places designated for charging or parking electric cars.
16. The Customer shall not pay any public (municipal) charges for terminating the Rental or for Stopover in a parking space in a municipal public pay parking zone (SPP) located in a permitted PANEK Zone. Leaving the Car by the Customer in a different place, including the red forbidden zone marked in the Application, is charged to the Customer and the Customer is obliged to cover all the costs, and in the event they are incurred by PANEK — reimburse their equivalent.
17. A Paid Special Car Park is a zone marked in the Application, in which the commencement and/or termination of the Rental entails the collection of additional charge. If the entry into the Special Car Park involves the collection of a parking ticket, the Customer ending the Rental on such a Car Park is obliged to leave the collected ticket in the Car. PANEK may also establish other areas within the PANEK Zone, where the beginning and/or ending of the Rental may involve charging an additional fee or granting a bonus.
18. PANEK may establish that the termination of the Car Rental can only take place in the limited area of the PANEK Zone indicated in the Application.

Rules for using the Car

19. The Customer is obliged to use the Car in compliance with:
 - a. Terms and Conditions,
 - b. Notifications and commands of the Application,
 - c. Car's messages and controls,
 - d. applicable laws,
 - e. recommendations (notifications, orders) of PANEK, as well as of traffic management bodies and other persons authorized to establish the rules of moving by Car.
20. 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.
21. 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.
22. The car is handed over to the Customer with the amount of fuel or charge visible in the Application.
23. The customer may refuel the Car (only to the full tank) or plug the Car to the charger only if the fuel or charge level is lower than specified at panekcs.pl. The Car is refuelled 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. The car can be refuelled only with 95 (E5) petrol or, in the case of cars with a "diesel" engine, with diesel petrol. The Customer who refuelled or charged the car following the conditions described in the previous sentences will receive a bonus in the amount and on terms specified at panekcs.pl. The Customer is each time obliged to verify whether the Car is refuelled with the correct type of fuel.
24. In exceptional cases, when, for reasons attributable to PANEK, it is not possible to fill up the Car with a Fuel Card, the Customer may fill up the Car at their own expense, however, in case of Cars refuelled with petrol: exclusively with 95 petrol. The Customer is each time obliged to verify whether the Car is refuelled with the correct type of fuel. The cost of the filled up fuel will be refunded to the Customer upon confirmation of actual filling up of the Car and on the basis of an invoice, sent within 14 days, documenting the purchase, issued to PANEK and indicating the registration number of the filled up Car.
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 according to point 13 of the Terms and Conditions) in the condition in which it was at the beginning of the Rental unless the Customer proves that the deterioration of the condition of the Car was caused by reasons for which the Customer is not responsible.
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 for purposes other than adding - with the consent of PANEK (for this purpose, please contact the Hotline) - windscreen washer fluid, removing or replacing any parts, rims, tires or elements of the Car's equipment.
 - f. stop the car with the engine running for longer than 5 minutes.
 - g. end the Rental when inside the Car there is the Customer, any other person or animal as well as when there is an open window in the Car.
28. The Customer is obliged to immediately inform 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 from the incident. The Customer is also obliged, within 24 hours from the event, to send a statement to PANEK from the place of collision or accident of which he was a participant, indicating the circumstances and possible perpetrator of the collision or accident;
 - 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;
 - e. finding documents or other things in the Car that do not belong to the Customer.
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 3 hours and the Customer's Payment Card has not been effectively charged in accordance with the point 47a of the Terms and Conditions.
31. PANEK can equip cars with systems to limit their maximum speed or engine rpm.

Standard Rental, Packages

32. Each Car is assigned to a group (e.g. Economy, Comfort, Premium, Cargo, Retro, Unique, Extreme or other) visible in the Application and on panekcs.pl website in the Prices tab. The Client has the possibility to download from www.panekcs.pl and record on his device a document with information to which group the Car belongs.
33. The Customer may use the Car:
- a. in a single rental,
 - b. in a rental as part of a package ("Package").
34. Package is valid (active) for the applicable period recorded in the Application from the moment of payment for the Package.
35. Packages are valid in several types visible in the Application and on panekcs.pl. During the period of validity (activity) of a type of the Package selected by the Customer, the Customer may rent a Car available from a group of models assigned to this type at rates from the Price List of the Package valid for this type. The Larger Package includes groups of car models from the smaller Package(s).
36. Cars from the Retro, Unique and Extreme groups are excluded from the Packages.
37. The Customer may prolong the Package during its course for the same period of time for which it was purchased.
38. The customer has the option to change the active Package to a higher one by upgrading it ("Upgrade"). It is not possible to change the active Package to a smaller one. The upgrade does not extend the active time of the Package. If the Customer has extended the Package before purchasing the Upgrade, the Upgrade and the Upgrade fee automatically

apply to both the Package and the Upgrade (two fees are charged).

Payments, Prepayments

39. The Customer shall pay for Car Rental fees in accordance with:
- a. the type of Single Rental Price List selected by the Customer, and in the absence of selection of a billing method - the default Price List is the Standard Price List
 - b. or the Price List of the type of Package selected by the Customer.
- The pricelists are available in the Application and on the website panekcs.pl. In the case of a single Rental, a starting fee is also charged in the amount indicated in the Application and on the panekcs.pl website. Fees are charged, depending on the Pricelist, per commenced minutes and/or per commenced kilometres.
40. The Customer shall pay for the Package, Package extension, Upgrade, Extended Protection the fee specified in the Price Lists available in the Application or at panekcs.pl, which is a separate fee from the Rental fees. The Upgrade fee is charged in full regardless of when the Upgrade Package is purchased.
41. If the Customer has not selected a price list in the Single Rental option, the default price list applicable to the Customer is the standard price list.
42. On the expiry of a Package, the ongoing Rental is charged according to the standard Price List.
43. The fee charged for the purchase of the Package, its extension or Upgrade as well as Extended Protection is not subject to use for the benefit of other fees, in particular payments for Rental (kilometres, minutes, Stopover, Reservation, starting fee, etc).
44. The Customer may make a prepayment ("Prepayment"), in the amount specified in the Application, to be used towards the amount due under the Rental. Prepaid funds may not be used to purchase the Package, Upgrade, Extended Protection or extend the Package.
45. PANEK may designate Cars in the Application for which the rate for the commenced kilometre of driving in the Standard Rental is reduced. The reduced rate per kilometre does not apply to Cars in the model for which the Customer has an active Package.
46. PANEK may make the Rental of a given model of Car or all Cars from a given group subject to prior execution of Rental by the Customer for the amount specified by PANEK in the Application or on panekcs.pl, provided that the Customer pays for it and does not have any arrears with respect to PANEK.
47. The Customer pays the amount due to PANEK by automatically charging the Customer's Payment Card:
- a. after the end of the Rental, however, if the Rental lasts longer than 3 hours, the Customer's Payment Card is charged after every 3 hours of the Rental period;
 - b. after the purchase of the Package, extension of the Package, Upgrade, Extended Protection or Prepayment - the products indicated in this point are purchased and activated by the Customer upon payment collection;
 - c. following the extension of Monthly Extended Protection pursuant to points 61 and 62 of the Terms and Conditions.
 - d. in the case of Single Extended Protection, the fee is charged together with the payment referred to in point 47 a. of the Terms and Conditions
 - e. for the Reservation - before the commencement of the Rental or after the end of the Reservation if the Customer has not commenced the Rental; if the Reservation lasts longer than 3 hours - the charge shall be made after each 3 hours of the Reservation.
48. The purchase of the Package, Upgrade, Extended Protection, as well as the prepayment or extension of the Package is possible only if you have an active Account and no arrears to PANEK.
49. PANEK does not store payment card details. The data is only stored by a billing agent.
50. Each time the Customer's Payment Card is charged, the Customer shall receive an accounting document to their e- mail

address with the amount covered for the use of PANEK Carsharing.

51. On their account the Customer may keep track of the status and history of transactions with PANEK.
52. PANEK may grant the Customer bonuses in the form of funds in the Account to be used for Rental purposes. The granted funds cannot be exchanged for money and cannot be used to buy a Package, Upgrade, Extended Protection, Prepayment or extension of the Package. Bonuses have a fixed expiry date. Priority will be given to bonuses that expire at the earliest. Bonus funds are used first before Prepayment funds.
53. After unregistering with PANEK Carsharing PANEK returns unused funds from the prepayment to the Customer. If the Customer has received a bonus to the prepayment made, the amount to be returned is reduced by the part of the bonus used by the Customer in proportion to the amount of the prepayment returned.
54. PANEK can update the Price Lists. The new Price List comes into force at the moment determined by PANEK and is valid for the future. 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 or purchasing a product available in the Application. Commencing the Rental or purchasing a product is tantamount to acceptance of the Price List for them.
55. 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.

Extended Protection

56. The Customer has the possibility to cover the Rental with extended protection against liability for damage to Cars ("Extended Protection"). The Extended Protection may be purchased by the Customer in the Application for a fee indicated there. Information about the fee is also available on the website panekcs.pl. It is not possible to purchase Extended Protection during a Rental in progress. There is Single Extended Protection and Monthly Extended Protection. Single Extended Protection applies to Rentals commenced outside of an active Package. In the case of an active Package, the Customer may only purchase Monthly Extended Protection.
57. If the Car is damaged while Extended Protection is in force, the Customer shall not be obliged to pay the Additional Fee referred to in point 64 a of the Terms and Conditions, provided that the damage is reported in accordance with the rules in point 28a. and prior assessment of the technical condition and cleanliness of the Car is performed as indicated in the Application.
58. Extended Protection does not cover the events described in point 64 b–n. of the Terms and Conditions, damage caused in circumstances described in point 65 of the Terms and Conditions. In addition, Extended Protection does not cover Dark Ghost, Retro, Unique and Extreme car rentals.
59. The Single Extended Protection is valid for the duration of the Rental for which it was purchased, provided that it is paid for when the Customer's Payment Card is first debited with payment for the Rental in accordance with point 47 d. of the Terms and Conditions. Failure to pay is equivalent to the Single Extended Protection not being in force during the entire Rental to which it was to apply from the commencement of the Rental, and the Client shall be liable for damage to the Vehicle in accordance with the Terms and Conditions.
60. The Extended Monthly Protection is in force (active) for one month from the time the fee is paid for it. Monthly periods shall be understood as follows: a. if the date of purchase is the last day of the month - the end date of the period is the last day of the following month (e.g. 31.03 - 30.04; 30.04 - 31.05; 31.01 - 28.02); b. if the date of purchase is greater than the last day of the following month, the end date of the period is the last day of the following month (e.g. 29.01 - 28.02; 30.01 - 28.02); c. if the date of purchase is not the last day of the month, the end date of the period is the same day of the following month (e.g. 15.03 - 15.04, 18.07 - 18.08).
61. The Extended Monthly Protection shall be automatically extended for the following month, unless the Customer resigns from it in the Application before the fee for the following month is charged or at the time provided for payment for the

following month the Customer Account is blocked.

62. The first monthly fee for the period of Extended Monthly Protection is charged after the choice to purchase it. The fee for the subsequent period shall be charged 24 hours before the end of the current period of its activity, unless the Customer's Account is blocked (in which case no payment is made). If the fee is not charged at the first attempt to debit the Customer's Payment Card, the Extended Monthly Protection is not extended and automatically expires at the end of the period for which it was previously paid.
63. The Extended Monthly Protection covers Rental Services that have been fully implemented (started and ended) during its term.

Car damage and liability

64. Subject to point 65 of the Terms and Conditions, the Customer incurs Additional Fees in the following cases (unless the Customer proves that the event occurred for reasons which the Customer is not responsible for):
- a. damage to the Car reported to PANEK in accordance with the point 28a of the Terms and Conditions when the Extended Protection has not been purchased: the due amount corresponding to the value of damage (e.g. estimated repair costs), but not more than:
 - i) PLN 1,000 - in case of a Car from Economy group;
 - ii) PLN 2,000 - in case of a Car from Comfort group;
 - iii) PLN 4,000 - in case of a Car from Premium, Cargo, Retro Pure Ghost groups or a group not mentioned in point 64a of the Terms and Conditions;
 - iv) PLN 8,000 - in case of a Car from Unique, Dark Ghost group;
 - v) PLN 10,000 – in case of a Car from Extreme group
 - 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 2000;
 - e. terminating the Rental or Stopover in a Prohibited Place, abandoning the Car, leaving the Car with the light switched on, causing immobilization of the Car (e.g. burying it in mud, sand, blocking the Car in a place which makes it impossible to leave): 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): PLN 80;
 - g. loss or destruction of Fuel Card or access card to the charger for electric vehicles: PLN 200;
 - h. using the hand brake while driving, drifting, keeping the engine speed above 5000 rpm.: PLN 1000 + the value of the damage caused;
 - i. loss, theft, appropriation of the car key: PLN 2000;
 - j. going by car outside the Polish border: 1000 PLN;
 - k. failure to send a statement from the scene of the collision or accident within the time limit of point 27a. of Terms and Conditions: PLN 50 for each consecutive 24 hours of delay;
 - l. collection of the Car from the Customer in the situation described in point 29 of the Terms and Conditions - PLN 500.
 - m. illegal stopping as described in point 27f of the Terms and Conditions - PLN 100
 - n. illegal termination of the Rental described in point 27g of the Terms and Conditions - PLN 1,000
 - o. failure to leave a parking ticket in the Car according to point 17 of the Terms and Conditions - cost of payment to the operator for the lack of ticket plus PLN 50.
65. The Customer, despite the provisions of point 64 of the Terms and Conditions, also in the case of having Extended Protection, shall be liable on general terms up to the full value of the damage (unless the damage occurred as a result of circumstances

for which the Customer is not responsible), in the event of at least one of the following circumstances occurring:

- 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 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 (damage, collision, accident) according to the rules of point 28a of the Terms and Conditions;
 - g. The Customer has made the Car available to a third party contrary to the prohibition set out in point 27a of the Terms and Conditions
 - h. 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.
66. Payment by the Customer of Additional Fees may take place by charging the Customer's Payment Card. In the event of a lack of funds on the Payment Card, PANEK undertakes debt collection actions.
67. 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

68. The administrator of personal data is PANEK S.A. based in Warsaw, ul. Grójecka 208, 02-390 Warsaw.
69. The rules for the personal data processing by PANEK are defined in the Privacy Policy.

Complaints

70. 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.
71. The complaint will be investigated within 30 days from the date of its receipt by PANEK.
72. The reply to the complaint is handed over to the Customer by PANEK on paper or other durable medium, e.g. through e-mail..

Using the Application, Technical requirements

73. The application is available for two platforms: iOS and Android. The application should be downloaded from the App Store (iOS) or Google Play (Android).
74. 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.
75. 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.

76. PANEK reserves the right to interrupt the operation of the Application due to modernisation, maintenance and updating works.
77. It is prohibited to: a) interfere in any way with the Application and its source code, in particular to access the source code, reconstruct or modify it, analyse it, disassemble, defragment or decompile the Application; b) obtain any other information or documents relating to the functioning of the Application which are not visible during use of the Application in accordance with these Terms and Conditions, in particular the internal structure of the Application, communication protocols, c) examine the Application in order to learn about its functioning, d) download the Application from a place other than that specified in these Terms and Conditions. Breach of the prohibitions specified in this point and the rules of using the Application specified in point 74 of Terms and Conditions entitle PANEK to immediately block the Customer's Account, unregister the Customer from PANEK Carsharing, as well as pursuing infringement claims in accordance with the applicable legislation.

Final Provisions

78. Any disputes arising in connection with the use of PANEK Carsharing shall be resolved by the court competent for the headquarters of PANEK and shall be governed by the Polish law, with the reservation that in the case of a consumer and a natural person concluding an agreement with PANEK directly related to their business activity, when it results from the content of this agreement that it is not of professional nature for them, the competent court will be the one according to general jurisdiction.
79. Any disputes between the Customer who is a consumer and a natural person concluding an agreement with PANEK directly related to their business activity, when it results from the content of this agreement that it is not of professional nature for them, and PANEK are related to the use of PANEK Carsharing, may be submitted by the Customer to the procedure of out-of-court settlement of disputes using the ODR platform (Online Dispute Resolution), available at <http://ec.europa.eu/consumers/odr>. The use of the ODR Platform is an entitlement, not an obligation of the Customer and is in accordance with the provisions of Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC (Regulation on ODR in consumer disputes).
80. A Customer who is a consumer and a natural person concluding an agreement with PANEK directly related to their business activity, when it results from the content of this agreement that it is not of professional nature for them, has the right to withdraw from the contract concluded as a result of activating the Customer Account for the purposes of using the PANEK Carsharing as well as the purchase of the Package, Upgrade or Extended Protection within 14 days from its conclusion, with the reservation that the Customer is obliged to pay for the completed Rental and purchased products (services), and upon effective withdrawal, the contract for the purchase of the product shall be deemed not to have been concluded. 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 81 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 before the date indicated in the first sentence.
81. Pursuant to Article 38(12) of the Act of 30 May 2014 on Consumer Rights (Journal of Laws 2017.683, consolidated text), the Customer is not entitled to withdraw from the agreement with respect to car rental.
82. PANEK is authorized to deregister the Customer from PANEK Carsharing in case of breaching the Terms and Conditions or applicable laws by the Customer.
83. 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.
84. The Customer is forbidden to provide in any way within PANEK Carsharing unlawful content, as well as false or

misleading information.

85. PANEK is entitled to amend the Terms and Conditions 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 law 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 and other products (eg. Extended Protection, Packages) started after the amendments to the Terms and Conditions take effect and do not affect the commenced and ongoing Rentals and other products.
86. The Terms and Conditions are available on panekcs.pl in a manner enabling its acquisition, reproduction and recording.
87. Terms and Conditions come into force on 5 January 2021.