

## ***Terms and conditions of PANEK CARSHARING***

***Valid from 25 June 2019***

### ***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, at the 24h call centre of the Customer Service Office (+48) 690 20 20 20 ("Helpline") 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 the website 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 registration form available in the Application or at panekcs.pl and
    - ii) submitting photographs of documents or other attachments following the instructions in the registration form 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 Rental.
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 the applicable price list available in the application or at panekcs.pl ("Prices").
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 its prior reservation ("Reservation"). The reservation is valid

for a specified number of minutes, as indicated by the Application. Reservations may be cancelled in the Application. The Customer may also start the Rental without prior 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 commence the Rental during its term or cancels the Reservation ("Ineffective Reservation"), the Customer shall pay the same fee as for Stopover (in accordance with the applicable Standard Price List or, in the case of purchase of a Subscription, the Subscription Price List) for each commenced minute of each subsequent Reservation made within 24 hours from the date of making the Ineffective Reservation. The fee for Ineffective Reservation does not apply to Reservations made within the duration of the Package.

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"). The use of the Car (except for starting and terminating the Rental) is possible both in the PANEK Zone and outside it.

16. The Customer has the possibility to stop the journey and temporary leave the Car, both in the PANEK ZONE and outside it, without terminating the Rental, by selecting the Stopover ("Stopover") option in the Application. Parking is forbidden in the Prohibited Places indicated in point 17 b.-h. of the 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, 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);
- 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.

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 within the PANEK Zone, 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.

19. 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.

#### ***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 PANEK, as well as 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 or charge visible in the Application.

24. 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 (excluding refuelling other containers than the tank). The car can be refuelled only with 95 (E5) petrol. The list of chargers for electric cars is available at panekcs.pl. 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.

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 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 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 3 hours and the Customer's Payment Card has not been effectively charged in accordance with the point 52a of the Terms and Conditions.

### *Standard Rental, Packages, Subscriptions*

31. The Customer may use the Car:

- a. in a standard rental („**Standard Rental**”),
- b. as part of a daily, weekly or other package ("Package") purchased in the selected option,
- c. by purchasing a standard, student or other subscription ("Subscription").

32. Package is valid (active) for the applicable period from the moment of payment for the Package.

33. Packages are valid in several options (from the smallest to the largest). During the period of validity (activity) of a variant of the Package selected by the Customer, the Customer may rent a Car available from a group of models assigned to this option at rates from the Price List of the Package valid for this option. The Larger Package includes groups of car models from the smaller Package(s).

34. The Customer may prolong the Package during its course for the same period of time for which it was purchased.

35. The customer has the option to upgrade the active Package to a higher one by upgrading it ("Upgrade"). The upgrade can only be done one step at a time. 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).

36. The Client may purchase a Student Subscription after being granted the status of a student by PANEK and within the period of validity of the Client's student ID card. PANEK has the right to ask the Customer for an additional document from the university in order to verify the validity of the card. In order to obtain the student status, the Customer, in the manner specified in the Application, sends to PANEK a photo of the valid student ID card. After the loss of the student status, the Customer may purchase only the Standard Subscription.

37. Subscription is effective (active) for one month from the date of payment of the Subscription fee. Monthly periods shall be understood as follows: a. if the purchase date 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 purchase date is a bigger number than the last day of the following 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). c. if the purchase date is not the last day of the month, the end date of the period is the same day in the following month (e.g. 15.03 - 15.04; 18.07 - 18.08).

38. The Subscription is automatically renewed for another month unless the Customer terminates the Subscription before the next month's fee is charged or at the time the next month's fee is due, the Customer's Account is blocked. If the Customer ceases to be a student, the Subscription is automatically renewed as a standard Subscription. Subscriptions that have been cancelled by the Customer or for which no payment has been made will continue until the end of the paid period.

39. During the Subscription period, the Customer shall rent a Car at the rates from the Subscription Price List for individual car models. As part of the Subscription, the Customer may rent a Car in any model.

40. PANEK may introduce different types of Packages and Subscriptions and condition the possibility

of their purchase on the Customer's fulfilment of additional requirements (submission of additional information or documents).

41. Customer's purchase of a Package during the term of Subscription or a Customer's purchase of a Subscription during the term of the Package does not extend the term of Subscription by the duration of the Package.

### *Payments, Prepayments*

42. The Customer pays for Car Rental according to the rates from the Standard Price List, Package Price List or Subscription Price List for a given model. The Customer also incurs additional fees indicated in the point 60 of the Terms and Conditions.

43. The Customer shall pay for the Package, Package extension, Upgrade or Subscription the fee specified in the Package Price List or Subscription Price List, as applicable. The fee for the Package, Package extension, Upgrade and Subscription is charged in advance and is a separate fee from the Rental fees. The Upgrade fee is charged in full regardless of when the Upgrade Package is purchased.

44. The first monthly Subscription fee is charged at the time of purchase. The fee for the next Subscription period is charged 24 hours before the end of the current Subscription period, unless the Customer's Account is blocked (in which case no payment is made). If for any reason no fee is charged on the first attempt to charge the Customer's Payment Card, the Subscription will not renew and will automatically expire at the end of the period for which it was previously paid. If the Customer loses the student status (the student ID expires and no valid ID photo is submitted via the Application), the Subscription shall not expire and the fee for the next Subscription period shall be charged in the amount specified in the Price List for Standard Subscription.

45. Under Standard Rental and Subscription Rental, the rate for using a Car is calculated separately for each commenced minute of driving, commenced minute of Stopover and for each commenced kilometre according to the Standard Price List or Subscription Price List, if active. The Customer shall also pay a fee for Ineffective Reservation in accordance with the Standard Price List or the Subscription Price List, if active.

46. In case of purchasing the Package, the Customer does not pay for driving time, Stopover and Ineffective Reservation.

47. Upon expiration of the Subscription and/or Package, the Customer shall pay fees according to the Standard Price List.

48. The fee charged for the purchase of the Package, its extension, Upgrade or Subscription is not subject to use for the benefit of other fees, in particular payments for Rental, referred to in point 45 of the Terms and Conditions.

49. 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, its extension, Upgrade or Subscription.

50. PANEK may designate Cars in the Application for which the rate for the commenced kilometre of driving in the Rental is reduced in relation to the Standard Price List/Subscription. The reduced rate per kilometre does not apply to Cars in the model for which the Customer has an active Package.

51. PANEK may make the Rental of a given model of Car subject to prior execution of Rental by the Customer for the amount specified by PANEK, provided that the Customer pays for it and does not have any arrears with respect to PANEK.

52. 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, Subscription or Prepayment - in terms of the fee for the Package, extension of the Package, Upgrade, Subscription or Prepayment;
  - c. following the extension of Subscription pursuant to sections 38 and 44 of the Terms and Conditions.
53. The purchase of the Package, Upgrade or Subscription, as well as the prepayment or extension of the Package is possible only if you have an active Account and no arrears to PANEK.
54. PANEK does not store payment card details. The data is only stored by a billing agent.
55. 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.
56. On their account the Customer may keep track of the status and history of transactions with PANEK.
57. 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, Subscription, Prepayment or extension of the Package.
58. 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.
59. 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*

60. Subject to point 61 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 they are not liable for):
- a. damage to the Car reported to PANEK in accordance with the point 28a 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 2000;
  - e. terminating the Rental or Stopover in a Prohibited Place, abandoning the Car, leaving the Car with the light switched 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): 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/min. in cars with manual gearboxes: PLN 200.
61. The Client shall not be liable for any damage to the Car during the Subscription period, provided that it has been reported in accordance with the conditions set forth in point 28a of the Terms and Conditions and prior proper assessment of the technical condition and cleanliness of the Car in accordance with the Application has been made.
62. Despite the provisions of point 60 and point 61 of the Terms and Conditions the customer is liable to the full value of the damage in a situation where:
- 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 referred to in point 28 of the Terms and Conditions within the time period specified in that point;
  - 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.

63. Payment by the Customer of Additional Fees, compensations or other amounts due to PANEK, related to the use of PANEK Carsharing takes 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.

64. 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***

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

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

#### ***Complaints***

67. 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.

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

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

#### ***Technical requirements***

70. 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.

71. 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.

72. PANEK reserves the right to interrupt the operation of the Application due to modernisation, maintenance and updating works.

#### ***Final Provisions***

73. 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 within the meaning of the Civil Code, the competent court will be the one according to general jurisdiction.

74. Any disputes between the Customer who is a consumer 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).

75. A Customer who is a consumer 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 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 76 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.

76. 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.

77. PANEK is authorized to deregister the Customer from PANEK Carsharing in case of breaching the Terms and Conditions or applicable laws by the Customer.

78. 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 and:

- a. Price List,
- b. Manual.
- c. Information on [panekcs.pl](http://panekcs.pl)

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

80. 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 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 started after the amendments to the Terms and Conditions take effect and do not affect the commenced and ongoing Rentals.

81. The Terms and Conditions are available on [panekcs.pl](http://panekcs.pl) in a manner enabling its acquisition, reproduction and recording.

82. Terms and Conditions come into force on 25 June 2019.