

TERMS AND CONDITIONS OF THE PANEEK CARSHARING SERVICE

effective as of December 13, 2023

Who we are and what these Terms and Conditions are about

1. Dear User, this document regulates the basic rules of using the PANEEK Carsharing service, i.e. maintenance-free car rental using the Application for mobile devices (e.g. your smartphone), where you do not pay the cost of fuel, parking in municipal paid parking zones located in the PANEEK Zone and car maintenance. You can find our Terms and Conditions at panek.eu, from where you can download them as a file and save them on your device. We ask you to abide by the Terms and Conditions.

2. In the Terms and Conditions you will find the following sections:

Who we are and what these Terms and Conditions apply to

How you activate your Account

How you rent a car

How much and how you will pay for the PANEEK Carsharing service

Follow these rules

What happens if you don't follow the Terms and Conditions

How we process your personal data

How to properly use the Application and what the technical requirements are

Final provisions

3. The PANEEK Carsharing service is provided to you by us, i.e. PANEEK S.A. with its registered seat in Warsaw, 208 Grójecka Street (02-390), entered in the Register of Entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw in Warsaw, XII Economic Division of the National Court Register under KRS no.: 0000324104, NIP: 6922461623 with the initial capital amounting to: PLN 1,000,000.00, fully paid up.

4. Additional information about the PANEEK Carsharing Service can be found 24 hours a day on the panek.eu website, in the App or through our Hotline.

5. In the Terms and Conditions we use terms that will make it easier for you to understand the conditions of our Service. Here they are:

Term	What it means
Application	PANEEK mobile application allowing you to enjoy driving with the PANEEK Carsharing Service
Customer Service Desk (BOK)	Our Customer Service Desk (BOK) is a 24/7 service available by phone at 665 800 000, by email or through our chat room. Our consultants are here to help you; at the BOK, among other things, you will: <ul style="list-style-type: none"> - obtain information about the PANEEK Carsharing service, our Products and promotions; - obtain information about prices/fees for the service; - report problems with the operation of the PANEEK Carsharing service, including the Application - report a car breakdown, collision or accident; - report the loss of a car or its equipment; - report finding documents or other items not belonging to you, etc.
Price List(s)	Information about the prices and fees applicable to the Service.
Top-up	A form of payment for the PANEEK Carsharing Service, consisting of topping up your Account with funds to be used for the Service. You can perform the top-up in the form that is convenient for you: Blink, quick transfer, payment card or via Google Pay or Apple Pay, etc. Your Top-up is valid indefinitely. In the cases indicated in the Application, to the Top-up you will receive a bonus in the form of additional funds for use with the Service. You can use the bonus within the period indicated in the Application.
Card	Payment Card issued with your personal data, having enabled online, recurring or correspondent transactions used to make payments in the PANEEK Carsharing service. The Card must be issued in the name and surname of the person on whose personal data the Account was registered.
Account	Functionality that allows us to identify you in the Service and for you to use the PANEEK Carsharing service. With an active Account, you can rent PANEEK cars, purchase our Products, and monitor your use of the Service. <p>However, your Account may be blocked when:</p> <ul style="list-style-type: none"> - you have not paid for the PANEEK Carsharing Service or any other payment to us; - the expiration date of your Card has passed; - you have not made the minimum Top-up; - you use the car in violation of the Terms and Conditions or the law.
Prohibited Places	Places where you can't make a stopover or end a car rental. They are:

	<p>(a) areas where there are any restrictions on car parking, such as fees, control, access restriction, parking time restrictions (except for the municipal public paid parking zone in the PANEEK Zone and PANEEK-designated special parking lots);</p> <p>(b) places subject to legal prohibition of stopping or parking;</p> <p>(c) places not intended for stopping or parking or that impede the use of the PANEEK Carsharing service;</p> <p>(d) underground garages, multi-level parking lots and other places where GPS and GSM coverage is not available;</p> <p>(e) green areas;</p> <p>(f) in the case of special parking lots - in places other than those designated by PANEEK;</p> <p>(g) place designated by us in the Application as not intended for parking or termination of the rental.</p>
PANEEK	PANEEK S.A., which provides the PANEEK Carsharing Service for you.
Special Parking Lot	Designated areas in the PANEEK Zone for the start or end of a rental; Special Parking Lot can be paid or free parking, which the App will inform you about; if entering a Special Parking Lot involves a ticket, remember to leave the ticket you collected in your car. Information about Special Parking Lots can be found in the Application and on panek.eu .
Driving Licence	A valid and recognized in the country of transit document confirming your eligibility to drive PANEEK vehicles and a necessary document to obtain an active Account.
Products	One-time or periodic (including renewable) additional benefits to PANEEK car rental offered by us in the Application.
Terms and Conditions	This document.
PANEEK Zone	Areas designated in the Application where you can start or end your car rental, except for Prohibited Places. Prohibited Places are marked in red in the Application. PANEEK Zones are designated in cities, airports, including foreign countries.
PANEEK Carsharing Service/Service	Car rental service using an App on a mobile device.
User	You, i.e. a natural person, including an entrepreneur, having full capacity to enter into contracts, a valid and honoured in Poland Driving License and an active Account allowing the use of the PANEEK Carsharing service.

How you activate your Account

6. To become a User of the PANEEK Carsharing service activate an Account in the Service. Go through the simple registration steps that will take you only a few minutes:

- download the Application from the App Store (if you have an iOS phone) or Google Play (if you have a phone with Android system);
- fill out the registration form;
- accept our Terms and Conditions;
- give your consent to perform pre-authorizations on your Card for payments for the Service and to charge your Card for payments related to the PANEEK Carsharing Service;
- upload a photo of your Driver's License and a selfie of yourself with your Driver's License - the Application will guide you on how to do this correctly; we only need the photos to activate your Account, once your Account is activated we will delete them irretrievably;
- attach the required documents;
- register the Card and top up your Account with the amount required in the Application;
- if the Application requires, to verify you personal data, make a quick transfer from your private bank account through the payment service provider in an amount not higher than PLN 1. Such amount, following completing the verification process, will increase the funds on your Account to be used towards the payments for the Service.

7. If in the course of registration our consultants do not have any additional questions regarding your identity, personal information or address, your Account will be immediately activated and you will be able to start using the PANEEK Carsharing service.

8. If the data you provided during the registration process changes, or your Card expires, or you use a new device than the one on which you activated your Account - immediately update your data, or add a new Card in the Application, or re-verify your identity in accordance with section 6e) of the Terms and Conditions. Otherwise, your Account may be blocked and you will not be able to use the PANEEK Carsharing service.

How you rent a car

9. To use the car, you can book it first or rent it right away without reservation. Making a reservation or rent a car is possible when: (a) in the Account you have the minimum amount of funds indicated in the Application, and (b) you are directly at the car and the car has not been previously booked or rented by another User. You can find cars in PANEK Zones marked in the Application.
10. Before driving, check the technical condition of the car and its cleanliness inside and outside and make comments in the Application. We will be grateful for each of them. It will allow us to take even more care of the quality of our cars. If the condition of the car does not meet your expectations, select another in the Application.
11. Our App will show you the allowed PANEK Zones to start or end your rental.
12. At the moment you select in the Application the button confirming the beginning of the car rental, you enter into a car rental agreement with PANEK. The contract ends when you select the button confirming the end of rental in the Application, after the Application confirms that the rental has ended.
13. Before walking away from the car, check in the App that the rental has been properly completed and the car is locked (including windows and roof).
14. If you don't want to end your rental, but just want to take a break on your trip, we have a stopover option for you, which you can select in the App. The stopover will also start automatically:
- a) when after the time from turning on the ignition indicated in the Price List the car does not move;
 - b) after the ignition is turned off and will continue until the end of the rental.
15. For the comfort of all Users or legal regulations, Prohibited Places are areas excluded from the possibility of terminating the rental or parking in them. The exceptions are the Prohibited Places listed in section 5a) of the Terms and Conditions - you can make a stopover there.
16. You will not pay parking or termination fees for a parking space in an urban public paid parking zone if it is located in the PANEK Zone in Poland. You will see the allowed PANEK Zone in the Application. If you leave your car elsewhere, including abroad, it is your responsibility to pay any required fees. If we incur them for you - we will ask you to reimburse us for the costs incurred.
17. Our service allows you to go abroad by car, but observe the following rules:
- a) you can only start a rental in Poland;
 - b) you will terminate the rental only at the special paid parking lots designated in the Application;
 - c) you can use your car in PANEK-designated areas in permitted countries; for an up-to-date list of countries and areas in these countries, visit panek.eu;
18. If you use the car in violation of the Terms and Conditions or the law, or we suspect that the car has been stolen or misappropriated, we may terminate your rental, stop providing the PANEK Carsharing service to you, including blocking your account and taking action to repossess our car.
19. The payment rules for the Service are explained in the following section.

How much and how you will pay for the PANEK Carsharing service

20. We catalog our cars into groups. You can find information about which group a car belongs to in the Application and on panek.eu. You can download the document from the website and save it on your device.
21. You can find the current prices and fees for using the PANEK Carsharing service in our Price List. It is available in the Application and on the panek.eu website. Familiarize yourself with the Price List before using the Service, and if you have any questions or concerns, please contact our Customer Service Desk.
22. Payments related to the distance traveled are charged for each kilometer started, payments related to the time of use of the Service are charged for each minute started (for booking or stopover).
23. Some prices during the rental period may change (e.g., the rate per kilometer after driving the distance indicated in the Price List) or payments may cease to be charged at all (e.g., parking or reservation fee per day after reaching the value specified in the Price List, or of you choose a Product that waives the fee).
24. Our Price Lists may be subject to updates. The revised Price List will apply to you for the future. If the change occurs during your reservation or rental we will bill you at the old prices.
25. We provide you with a price calculator in the App, with the help of which you can calculate the estimated cost of your rental by indicating the start and end address of the rental or the estimated rental time and distance. Please note that the value calculated in the calculator is not final and is for informational purposes only. The rental price will be calculated in accordance with the Price List based on your actual travel and use of the car.
26. Payments for the Service will be made by accumulated funds in your Account from the Top-ups or received bonuses (if applicable); however the amount from the received bonuses will be charged first. When the funds available in the Account will be fully used, the remaining fee for the Service will be charged from your Card, subject to section 28 and 29 of the Terms and

Conditions. Top-ups can be easily made in the Application in the amount you choose and in the form that is convenient for you: Blik, payment card, quick transfer, via ApplePay or Google Pay, etc;

27. Payment for the Service is first made from the funds in the Account, and after the funds have been used up, from the Card. If you do not have the Card or the minimum amount of funds in the Account, you will not be able to use the Service.

28. In the case of payment by Card, we preauthorize funds on the Card on a recurring basis (e.g., every hour or every few hours) for the amount due for the Service. The preauthorization amount is calculated as the current cost of your rental or reservation for the particular segment of time subject to preauthorization. We perform the pre-authorization based on the duration of the rental, how you use the car (e.g., whether you have a reservation, stopover or driving) and our Price List. We will complete the pre-authorization, i.e. we will collect the funds from the Card at the end of the rental, and if the rental lasts longer than 24 hours - after each day.

29. If the preauthorization fails due to lack of funds on the Card, we will immediately invoice you for the value of the failed preauthorization.

30. PANEK may offer you various Products in the Application, the possession of which will facilitate your use of the PANEK Carsharing service. These may be renewable subscription Products (e.g., weekly or monthly) or one-time Products applicable to the car rental for which you have made a purchase or the period indicated in the Application. You can find details of the Products in the Application or on panek.eu, and their price in the Price List. The Product begins its validity when the payment for it is collected.

31. Subscription Product can be renewable, that is, we automatically collect payment for the next period 24 hours before the expiration of the current term. If you do not have the funds and the payment fails, the Product does not renew and expires, unless your rental is in progress at the time of attempting to collect payment. In such a situation, the Product is renewed for the next billing period and you are obliged to pay the outstanding balance. You can also cancel the Product yourself in the Application - it will expire at the end of the period for which the last payment was made. Packages are not a renewable Product, unless at the end of its term there is a rental or reservation is in progress, the settlement of which has started under the terms of Package. In this case, we will extend the Package for another period and charge for it.

32. You will rent certain cars only if your existing expenses in the Service reach the minimum level indicated by us.

33. Bonuses are funds in your Account that you can use in the Service. They are awarded as part of regular actions or promotional campaigns, which you can read about in the Application or on panek.eu. Bonuses are not exchangeable for money and have an expiration date specified in the Application.

34. The funds in the Account will not pay the dues, which we write about in the next section - What happens if you don't follow the Terms and Conditions. They will be charged to the Card. Some Products, also, may not be available for funds accumulated in the Account. The Application will inform you about it.

35. All amounts quoted in the Price List or the Terms and Conditions are gross amounts expressed in Polish zloty.

Follow these rules

36. Remember to use your car in accordance with the rules set forth in:

- a) our Terms and Conditions;
- b) messages in the Application;
- c) messages and controls of the car;
- d) laws and regulations;
- e) in our recommendations or those of traffic management authorities and others authorized to set rules for driving a car.

37. We provide the car with the fuel or charge level visible in the Application. You do not pay the cost of fueling or charging the car.

38. Electric cars are charged by us, i.e. PANEK. However, the app will show you which car can be refueled, and you will receive a bonus for it. You can find detailed information about the rules for receiving a refueling bonus at panek.eu. Use only our fuel card for refueling. You can find information about authorized fuel stations that support fuel cards at panek.eu.

39. Fill your car to the top with Pb95 (E5) gasoline or, in the case of a diesel car, diesel fuel. Make sure that you have chosen the correct type of fuel before you start refueling. Remember that you cannot use your card for any other purpose than refueling your PANEK car.

40. In exceptional situations, when there is no fuel card in your car or it is not active, you can refuel your PANEK car at your expense with Pb95 gasoline or, in the case of diesel cars, diesel fuel. You can do this at the station of the fuel company indicated on the fuel card. We will reimburse you when we confirm that the car was properly refueled and you send us an invoice confirming the purchase within 14 days after refueling. The invoice must be issued to PANEK and include the registration number of the refueled car.

41. The car serves all Users, therefore:

- a) use the car carefully, in accordance with its purpose and traffic regulations;

- b) take care of the cleanliness of the car when you use it, and report to us any faults you see or any indicator lights lighting up in the car;
- c) do not use the car in competitions, rallies, races, tests, sports trials and other similar events or for towing; do not drift or put the car into a controlled skid;
- d) do not drive the car outside the areas permitted in the Application (permitted areas include all of Poland and designated areas abroad);
- e) after the end of the rental, leave the car in the same condition as it was when you started using it; however, remember that you are not responsible for the wear and tear of the car resulting from its proper use.

42. We do not permit:

- a) using the car under the influence of alcohol, intoxicants, drugs, medicines or any other substances, the use of which may bring danger to you, your passengers or other road users;
- b) smoking any substances in the car, including tobacco, as the foul odor you leave behind disturbs other Users and damages the car;
- c) transporting animals outside of their own designated container, as this increases your and your pet's safety and makes it easier to keep the car clean;
- d) sharing the car with another person, as it is with you that we have agreed to use it and we want to make sure that you control the use of the car and take care of it as a party to our agreement; however, should you disobey our prohibition, remember that the negative consequences of the actions of third parties will be charged to you;
- e) removing, changing or covering up the markings on the car or adding your own - the aesthetics of the car are our responsibility;
- f) performing any repairs or servicing operations on the car, opening the hood for any purpose other than adding windshield washer fluid, removing or replacing any parts, rims, tires or pieces of equipment - it is we who care about the technical condition of the car you rent;
- g) ending the rental of the car when you, another person or animal is inside the car, as well as when there is an open window or roof in the car, as this will prevent another person from using the car;
- h) disabling ESP (Electronic Stability Program) or other safety systems, or not using the launch control procedure, as we care about your safety.

43. If you cause damage to your car, are involved in a collision or accident, lose your car or suffer a car breakdown, immediately:

- a) inform us, within 1 hour of the incident at the latest,
- b) send us within 24 hours a statement from the scene of the collision or accident indicating the circumstances of the incident and the perpetrator of the collision or accident, including the perpetrator's statement, unless, for reasons justified by the circumstances, you are unable to do so within the indicated time (e.g., due to health reasons). Then contact us immediately as soon as possible. Follow the information you receive from us.

44. When using a car, you are a user of the road, so you pay all fines, surcharges, parking fees (except in the Paid Parking Zone in the PANEK Zone in Poland), fees for the use of road infrastructure and other private or public charges related to the use of the car yourself. The Fuel Card is not used for any transactions other than the purchase of fuel for your PANEK car in accordance with the Terms and Conditions. If you go abroad, where other requirements for car equipment apply, adapt the car to these requirements on your own and at your own expense. However, you are not allowed to interfere with the car in such a case.

What happens when don't follow the Terms and Conditions

45. The Terms and Conditions is a document that was created so that you know the rules of the Service and safely use the of PANEK vehicles. Please observe the established regulations.

46. In this section we inform you about the consequences of violating the Terms and Conditions, including damage to the PANEK car.

47. You can protect yourself from liability for damage to the car during the term of your rental by purchasing our Product containing damage protection. With damage protection purchased, you are not liable for damage to the car except in the special situations described in Section 49 of the Terms and Conditions. Please note that damage protection will apply, provided that the entire rental is completed (started and ended) during the period damage protection. Damage protection also does not cover loss, theft or misappropriation of the car.

48. If you have not purchased damage protection you are liable under the general rules of law, that is, up to the amount corresponding to the value of the damage, unless the damage occurred due to circumstances for which you are not responsible. We estimate the value of the damage to the car in the expert system or on the basis of the repair invoice.

49. The following is a list of events that constitute, in our opinion, a gross violation of the PANEK Carsharing Service. If your behaviour meets any of the following, the damage protection will not work:

- a) you have caused damage to the car intentionally, through gross negligence or through violation of any of the prohibitions described in section 41 c), 41 d), 42 a) of the Terms and Conditions;
- b) you fled from the scene of the incident (accident, collision);
- c) you failed to comply with the obligations required by the insurer, resulting in the denial of compensation;
- d) you drove a car without a valid and honoured in the country of transit driver's license;
- e) you exceeded the speed limit by at least 30 km/h or grossly violated other traffic regulations
- f) you made the car available to a third party in violation of the prohibition in Section 42 d) of the Terms and Conditions;
- g) you did not report the incident to us or did not provide a statement within the time limit specified in Section 43 of the Terms and Conditions;
- h) you have made repairs, servicing operations in the car, opened the hood for any purpose other than the essential necessity to use the car (e.g. adding windshield washer fluid), removed, replaced or lost any parts, rims, tires or elements of equipment of the car.

50. Some of your behaviors will result in you having to pay an additional fee:

	Behaviour	Fee in PLN
a)	Smoking in the car of any substance, including tobacco; consuming alcohol, taking intoxicating substances	500
b)	Soiling of the interior in a way that requires cleaning of the car	600
c)	Termination of the rental or a stopover in a Prohibited Place, abandonment of the car, leaving the car with the lights on, immobilization of the car (e.g., buried in mud, sand, blocking the car in a place that makes it impossible to leave)	200 + value of costs incurred by PANЕК
d)	Sharing a car with a third party for driving	2000
e)	Entering a freeway covered by the e-TOLL payment system without a pre-paid journey	100 + value of costs incurred by PANЕК
f)	Theft, misappropriation, loss or damage to the fuel card	200 per card
g)	Using the handbrake while driving, drifting, controlled skidding, keeping the engine speed above 5000/min.	1000 + value of damage costs incurred by PANЕК
h)	Theft, misappropriation, loss or damage of a car key	2000
i)	Travel by car outside Poland and designated area in permitted countries abroad	1000 + reimbursement of the cost of bringing the car back
j)	Failure to send a statement from the scene of a collision or accident by the deadline	50 for every 24 hours of delay
k)	Collection of the car in Poland in the situation referred to in point 18 of the Terms and Conditions	500
l)	Termination of the rental in the manner referred to in Section 42 g) of the Terms and Conditions	1000
m)	Failure to leave a parking ticket in the car at the parking lots indicated on panek.eu	50 + cost of paying the parking operator for a missing ticket/duplicate ticket
n)	Use of fuel card for purchases other than fuel for PANЕК car	1000 for each unauthorized transaction + the value of funds spent with the fuel card
o)	use of a fuel card to make a highway payment	200 + value of funds spent
p)	Using a fuel card to purchase fuel for a purpose other than refuelling a PANЕК car	15 for every litre
r)	Deactivation of ESP, other safety system or use of start/launch control procedure (each case)	1000
s)	Provision of User data at the request of authorized entities (e.g. Police, Road Transport Inspection, Municipal Police, etc.).	80

51. If you have not paid for the Service or any other amount due to us, your Account may be blocked. You will not be able to rent a car until the arrears are settled. We can also end your rental.

How we process your personal data

52. The administrator of your personal data is PANЕК S.A. with its registered office in Warsaw, 208 Grójecka Street, 02-390 Warsaw. The rules of processing your personal data are described in the Privacy Policy available on panek.eu.

How to properly use the Application and what the technical requirements are

53. The Application is available for two platforms: iOS and Android. You can download the Application from the App Store (iOS) or Google Play (Android).

54. In order for you to use the Application you must have:

- a) a mobile device with iOS version 13 or higher or Android version 8.0 or higher;
- b) Internet connection with data transfer enabled;
- c) GPS location of the mobile device enabled;
- d) roaming enabled when using PANEK Carsharing abroad.

55. Be sure to update the Application according to the available updates to maintain correct operation and access to all functionalities.

56. PANEK grants you, the User, a non-exclusive, non-transferable and territorially unlimited license to use the Application in the following fields of exploitation: installation of the Application on a mobile device, launching the Application, storing and using the Application in accordance with its functionality.

57. We do not allow:

- a) any tampering with the Application and its source code, in particular accessing, reconstructing or modifying the source code, restorative analysis, disassembly, defragmentation or decompilation;
- b) obtaining any other information or documents about how the Application functions that are not apparent when using the Application in accordance with the Terms and Conditions and its intended use, in particular about the internal structure of the Application, communication protocols;
- c) examining the Application in order to learn the rules of its operation;
- d) using the Application for spamming, phishing, pharming, pretexting, search (using "spider" or "crawler" robots), or data capture (scraping);
- e) downloading the Application from a location other than those specified in the Terms and Conditions.

58. If you violate the prohibitions set forth in this section or the provisions of the granted license set forth in Section 54 of the Terms and Conditions, we may immediately block or delete your Account, as well as pursue claims in accordance with applicable law.

59. In order to improve our Application and provide you with the best possible Service, we may periodically introduce technical interruptions to the Application for maintenance or upgrade purposes. We will keep you informed about the interruptions in our Application or on panek.eu.

60. We are not responsible for malfunctioning of the Application or PANEK Carsharing service if it is due to reasons beyond our control.

Final provisions

61. If you wish to make a complaint, please send it to us at the email address: reklamacje@panekcs.pl or by mail to the address indicated in section 3 of the Terms and Conditions. We will consider the complaint within 14 days from the date of its receipt. We will provide a response to the complaint by e-mail or on another durable medium (e.g. hard copy).

62. Any disputes arising in connection with the use of the Service shall be governed by Polish law and shall be resolved by the court having jurisdiction over PANEK's registered office, with the proviso that in the event that you are a consumer or an individual entering into an agreement directly related to your business activity, when it is clear from the content of the agreement that it does not have a professional character for you, the court of general jurisdiction shall have jurisdiction.

63. If a dispute arises between PANEK and you as a consumer or an individual entering into a contract directly related to your business activity, when the content of this contract shows that it does not have a professional character and is related to the use of PANEK Carsharing, you can submit it to the procedure of out-of-court dispute resolution using the ODR (Online Dispute Resolution) platform, available at ec.europa.eu/consumers/odr. The use of the ODR Platform is your right, not an obligation, and follows the provisions of Regulation (EU) No. 524/2013 of the European Parliament and of the Council of May 21, 2013 on online consumer dispute resolution and amending Regulation (EC) No. 2006/2004 and Directive 2009/22/EC (Regulation on ODR in consumer disputes).

64. In accordance with the content of Article 38 (12) of the Act of May 30, 2014 on Consumer Rights (Journal of Laws 2020.287, i.e.), you do not have the right to withdraw from the car rental agreement. However, if you are a consumer or an individual entering into a contract with us directly related to your business activity, when the content of the contract shows that it does not have a professional character for you, you may withdraw from the contract for activation of the Account for the performance of the Service, as well as from the contract for purchase of the additional services, if we offer them, within 14 days of its conclusion without giving any reason, and upon effective withdrawal the contract is considered not concluded. You can withdraw from the contract by making a statement to us, for example, in writing or by e-mail. You can submit your statement on the form, the model of which is attached as Appendix No. 2 to the Consumer Rights Act, but it is not mandatory. To meet the deadline for withdrawal, it is sufficient to send the information about withdrawal from the contract before the expiry of the 14-day period.

65. To the extent not regulated in the Terms and Conditions, the rules of operation and use of the Service are governed by generally applicable laws and other regulations and instructions introduced and published by us.

66. The PANEK Carsharing service is constantly changing, so our Terms and Conditions may also change. Changes to the Terms and Conditions may take place in particular when:

- a) there is or has been a change in the law affecting the mutual rights and obligations between you and PANEK;
- b) the interpretation of the law has changed as a result of court rulings, decisions, recommendations or guidelines of the relevant authorities or bodies;
- c) the manner in which the Service is provided has changed for technical or technological reasons (in particular, updates to the technical requirements indicated in the Terms of Service);
- d) we introduce modifications to the Service or new functionalities or withdraw existing functionalities;
- e) there has been a change in the costs, charges or losses incurred by PANEK in connection with the provision of PANEK Carsharing, or a change in the Terms and Conditions is justified for organizational reasons.

67. You will receive information about changes to the Terms and Conditions to your e-mail address provided in the Service at least 7 days in advance. If you do not cancel the PANEK Carsharing Service by the time the changes to the Terms and Conditions become effective, we will treat your failure to cancel as acceptance of the changes. The amendments to the Terms and Conditions apply for the future, to rentals and purchases of Products commenced after the amendment to the Terms and Conditions becomes effective.

68. You may cancel the Service at any time by deleting your Account. You can delete your Account by selecting the button in the Application or by contacting the Customer Service Desk. If you delete your Account we will refund your funds from your Top-up. The refund does not apply the funds for received bonuses.

69. The Terms and Conditions enter into force on December 13, 2023. and replace in its entirety the Terms and Conditions introduced on June 15, 2023.