

*** General Terms and Conditions for Passengers (“GTC-P”)

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Preamble

These GTC-P shall govern the use by passengers (“**User**” or “**Users**”) of the FREE NOW software (“**App**”) and FREE NOW services, including the service of making the App available, the passenger carriage intermediary services and the “Pay by App” service. The User accepts the GTC P when he first registers in the App and he shall observe these when using the App.

The contracts between FREE NOW and the User are concluded in the Polish language only and pursuant to these GTC-P. The English version of the GTC-P is a non-binding translation of the Polish text. The text of the contract will be stored in the App. The applicable GTC-P can be viewed at any time within the App on the User’s end device or on the FREE NOW website.

A. General Terms and Conditions for using the App

I. FREE NOW services

1. The main service that FREE NOW renders on the basis of the GTC-P is the service of making the App available. Before availing of the service of making the App available and other FREE NOW services, the User must register in the App by providing true and accurate information during the registration (i.e. first and last name(s), telephone number, and valid e-mail address), choose a secure password and accept the GTC-P. Only then the User is entitled to make use of the service of making the App available. After obtaining access to the App, the User may use it to make decisions regarding use of other FREE NOW services (such as ordering the passenger carriage intermediary service). In each case FREE NOW Services are rendered on the basis of the GTC-P and applicable laws.
2. Users registered with FREE NOW have the possibility to use additional mobility services via the App. “**Additional Mobility Services**” means mobility services including i.a. the possibility of renting electric scooters, electric mopeds, carsharing, which are provided by other providers of mobility services, which cooperate with FREE NOW and which services may be intermediated via App and are accessible via App. Additional Mobility Services are provided and offered by “**Mobility Services Provider**”
3. FREE NOW does not charge the User any fees for the use of the FREE NOW Services, unless otherwise agreed and/or prescribed in these GTC-P (e.g. cancellation fees, section VII). FREE NOW reserves the right to establish, remove and/or revise charges for any or all services obtained through the use of the FREE NOW Services at any time. FREE NOW will

inform the User of any changes regarding the charges. In case of FREE NOW services provided on the basis of a continuous legal relationship, e.g. the service of making the App available, such changes will become effective when the User accepts the new version of the GTC-P in the App or after providing the User with a new version of GTC-P by email and the User's decision to continue using the App. If the User does not agree on the introduced changes, both the User and FREE NOW may terminate the contract concluded with FREE NOW with immediate effect. Charges for the use of Additional Mobility Services are subject to the agreements concluded between the user and the Mobility Services Provider intermediated via the App.

4. In case of one-off FREE NOW Services (e.g. the intermediary service), in each case a version of the GTC-P up to date at the time of ordering a service applies. In each case the User may review the up-to-date version of the GTC-P (in the App or at FREE NOW website) before making a decision on ordering the service through the App. Additionally, the basic information on the terms of the service provision are displayed in the app before the User makes a decision on ordering a given service.
5. The App is available for mobile end devices, particularly smartphones, computers or tablet PCs capable of connecting to the Internet (“**End Devices**”). Through the App the User can use FREE NOW’s service, subject to its availability. Via the App the User can in particular use the intermediary service consisting in requesting through the App a ride that will be transferred to an available carrier (i.e. an entrepreneur conducting a business activity in the area of the carriage of passengers by taxi; the request may be sent directly to the carrier’s employees (drivers) if the carrier engages employees to provide carriage services). To this end, the User’s current location is being identified and sent to the carrier. After the carrier accepts the User’s request, the User’s identification information (the User’s first and last name(s), telephone number and the photo if such have been uploaded in the App) is sent to the carrier. For the purpose of performance of the carriage service by the carrier, the User can also contact the carrier or the driver acting on the carrier’s behalf who accepted the User’s request through the App.
6. The services provided via the App do not include access to the Internet, which is required to use the App. The User is responsible for arranging the Internet access and for choosing such End Device which meets the technical requirements for using the App and for keeping the necessary software of the End Device updated at his own cost.
7. If the User uses the intermediary service and requests a ride via the App , FREE NOW forwards the request to a potential carrier. With respect to carriages FREE NOW provides the User with the use of the App only an intermediation service for the carriage of persons, consisting in enabling the execution of an agreement for the carriage of persons between the User and the carrier and payment of the fee for carriage by the User, and no other services. In particular, use of the App does not result in execution of the transportation contract between FREE NOW and the User. Any claims related to carriage ordered through the App will result exclusively from the agreement of carriage of persons executed between

the User and the carrier. Due to the fact that FREE NOW, as an intermediary, is not a party to the agreement of carriage of persons, FREE NOW may not be held liable for claims arising from such agreement.

8. If the User uses the intermediary service and requests Additional Mobility Service via the App, FREE NOW forwards the request to a potential Mobility Services Provider. With respect to Additional Mobility Service FREE NOW provides the User with the use of the App only an intermediation service for Additional Mobility Service, consisting in enabling the execution of an agreement for the particular Additional Mobility Service between the User and the particular Mobility Services Provider and payment of the fee for the Additional Mobility Service by the User, and no other services. In particular, use of the App does not result in execution of the service contract regarding particular Additional Mobility Service between FREE NOW and the User. Any claims related to Additional Mobility Service ordered through the App will result exclusively from the agreement executed between the User and the Mobility Services Provider. Due to the fact that FREE NOW, as an intermediary, is not a party to the agreement of Additional Mobility Service, FREE NOW may not be held liable for claims arising from such agreement.
9. The User agrees that the intermediary service is carried out immediately after its commissioning via the App. After FREE NOW's service had been performed, i.e. after accepting the order by the carrier or after accepting the offer for Additional Mobility Service, the User loses the right to withdraw from the intermediation contract, as it is executed.
10. The rides can also be booked and billed as business trips under the contract concluded between FREE NOW and a business client, which can authorize their personnel or other natural persons to have a trip billed as business trip under the business account.
11. If the User books a business trip through the App or decides to pay for the trip as for the business trip via the business account at the end of a trip, data collected by FREE NOW via the App will be sent for trip handling and billing purposes to the business client who authorizes the User for the business trip. If a ride is booked as a business trip, billing-related information, especially first and last name(s), e-mail address, time of day, start/endpoints of a route and charge for the trip will be sent to the business client who authorizes the User for the business trip. The amount of data sent will depend on the requirements of the business client in order to settle the costs for the business trip.
12. FREE NOW may use services of the affiliated companies or external cooperation partners in order to process billing data.
13. FREE NOW's services aim at adults. Persons between 13 and 18 years of age are only allowed to use the App with the consent of their legal representatives. The legal representatives of such minor shall be liable for controlling the use of the App by the minor.

II. Other mobility services

1. In the course of using Additional Mobility Services, FREE NOW acts as an intermediary of a service contract with the respective Mobility Services Provider and neither provides

Additional Mobility Services nor becomes a contractual partner of the User. The contractual partner of the User is the respective Mobility Services Providers

2. The Mobility Services Providers themselves are responsible for the Additional Mobility Services. The general terms and conditions of the respective service Mobility Services Provider apply to the use of the mobility services. These will be made available to the User prior to booking and, if necessary, the User's consent will be obtained. Apart from that, the present GTC-P of FREE NOW shall apply accordingly to the intermediary services in relation to the booking of Additional Mobility Services described in this section via the FREE NOW App.
3. The privacy policy of the respective Mobility Services Provider will also be made known to the User prior to booking the Additional Mobility Services.
4. The Mobility Services Provider assigns to FREE NOW its claims against the User for payment of the fees for the Additional Mobility Services. FREE NOW therefore collects the payment of the price of the Service in its own name and for its own account. However, the service contract continues to exist between the Mobility Services Provider and the User.
5. Unless other payment methods are offered for the respective Additional Mobility Services, the User must pay the Mobility Services Provider's claim for Additional Mobility Services by way of the Pay by App service (as further detailed under section B. below) in accordance with these GTC-P. The fee for the Additional Mobility Services shall be paid using the payment method selected by the User during the registration or booking process.
6. The Mobility Services Providers require in some cases verification of the User's driving licence, identity and/or address ("**Validation**") for the purposes of booking Additional Mobility Services. Additionally, meeting other criteria, such as a minimum level of driving experience, which is determined theoretically based on the period of holding a driving licence, may be required for bookings with certain Mobility Services Providers. In order to meet these requirements, FREE NOW may offer a Validation to the User. The User is free in deciding whether to use a Validation or to not order Additional Mobility Services through the App. FREE NOW bindingly determines the manner of a Validation offered. A Validation is made via FREE NOW App. It can be done by FREE NOW or on FREE NOW's behalf by a third party. In a Validation process the User must provide requested information completely and accurately, and update this information in case of any changes. Additionally, it is required to submit official documents (e.g. an ID card, a driving licence). A successful Validation will be stored in the User's FREE NOW account. FREE NOW may repeat a completed Validation at a later time and update it. Moreover, a subsequent change of the requirements regarding the Validation may result in changes of a Validation that has already been completed.
7. The User is responsible for fulfilling any and all requirements for the use of the Additional Mobility Services or services agreed with or by the Mobility Services Providers in accordance with conditions and regulations applicable in this respect (e.g. a valid driving licence).

8. FREE NOW reserves the right to not forward the User's booking of an Additional Mobility Service to the Mobility Services Provider, where there are reasonable grounds to assume that the User will not behave in accordance with the contract or where it is apparent to FREE NOW that the User does not meet the minimum requirements set by the Mobility Services Provider or FREE NOW for making a booking with a specific Mobility Services Provider.

III. Availability, change and stoppage of service

1. FREE NOW will make every effort to achieve the highest level of availability possible and eliminate outages as soon as possible however the User cannot demand permanent and uninterrupted availability of the App. Neither will FREE NOW vouch that a ride or an Additional Mobility Service will be always available when the User wants to order it.
2. In addition, FREE NOW has the right to stop services temporarily even without informing the Users individually. Nevertheless, FREE NOW will try to inform the Users before stopping the service through the FREE NOW website, the App or through other communication means.
3. FREE NOW reserves the right at any time to modify the App, in order to enhance the App and make qualitative improvements to it, or to stop offering the services provided through the App. If the modification in the App causes the necessity to adjust these GTC-P, FREE NOW will notify the User thereof and provide him with the new terms and conditions for acceptance.
4. FREE NOW indicates that the services provided by FREE NOW to the User regarding the carriages constitute an intermediary in the carriage of persons consisting in enabling the execution of an agreement for the carriage of persons between the User and the carrier. Therefore, FREE NOW may be held liable to the Users for non-performance or improper performance of the intermediation service (for details see Section IV(2)) and is not liable for the non-performance or improper performance of the agreement for the carriage by the carrier (in particular, but not exclusively, if the carrier or the driver acting on the carrier's behalf has refused to execute the agreement of carriage or has refused to perform it due to territorial restrictions on the license under which it carries out national road transport activities).

IV. Liability

1. FREE NOW will not be liable for correctness and completeness of the data provided by the User. FREE NOW verifies the basic data of the carrier or the driver acting on the carrier's behalf while admitting the driver to the App. However, FREE NOW shall not be liable for ongoing correctness and completeness of the data provided by the carriers or the drivers acting on the carriers' behalf.
2. FREE NOW is liable to the User for loss and damage caused by FREE NOW resulting from the improper performance of intermediation services, unless loss or damage resulted from circumstances for which FREE NOW is not liable. FREE NOW is responsible for loss or

damage suffered by the User only to the extent such damage is an ordinary result of improper performance of intermediary services.

3. FREE NOW is responsible to the non-consumer Users only for loss and damage culpably caused by FREE NOW. In such case FREE NOW is not liable for lost profits.
4. Limitations of liability shall not apply to any mandatory statutory liability, in particular, in cases of personal injuries to life, body or health, and are without prejudice to the liability to consumers.
5. If the App or the sending of data damages the User's hardware or software or causes loss of data, FREE NOW should be liable only in case when the loss or damage is a result of a circumstances for which FREE NOW is at fault.
6. FREE NOW is only an intermediary and is not liable for services provided by a carrier or by a Mobility Services Provider. Damage suffered by the User in connection with the passenger transports for which FREE NOW acts as an intermediary or with the Additional Mobility Services will be settled between the parties to the transport contract (i.e. the User and a given carrier) or the parties to the Additional Mobility Services. FREE NOW's liability for the services rendered by a carrier or a Provider of Additional Mobility Services is excluded.
7. FREE NOW will not incur any liability if it ceases to provide services entirely or partially, temporarily or for good.
8. The FREE NOW website may contain links to other websites and third parties' content that do not constitute a part of the FREE NOW website. FREE NOW has no influence on the current or future appearance of third-party websites or on the content thereof and does not modify these. FREE NOW is neither responsible for the accuracy, completeness or truthfulness of the information published thereon, nor for the products and services offered by third parties via the website which link is posted on the FREE NOW website. All contracts, transactions and other arrangements between the User and third parties are concluded and made at the risk of the User and these third parties. By clicking on the third party's website, the User leaves the FREE NOW website and is redirected to the third party's website. If FREE NOW becomes aware that the content of third parties' websites, which links are posted on the FREE NOW website, infringes the law, FREE NOW will immediately remove the links from the FREE NOW website.
9. FREE NOW's liability shall be excluded for expenses, costs or damages incurred or sustained as a result of the fact that the User classified a private trip as a business trip unless it is caused by FREE NOW's fault.

V. General obligations of the User

1. The User undertakes to provide true, complete and accurate personal data. The User also undertakes to keep the data up to date.
2. The User, who is permitted by a business client of FREE NOW to pay for trips as business trips via the business account, is obligated to report the nature of a trip taken by him (private

or business) truthfully. FREE NOW is neither obligated nor technically in a position to determine whether the User's trip is for business or private purposes.

3. Furthermore, the User must see to it, that when using the App, no impairment, overloading or damage occurs and that the purpose of the App is not jeopardized or circumvented. The User must not circumvent or modify the security measures in the App either directly or through third parties.
4. All rights to the software shall remain with FREE NOW. The User may not copy, modify, reverse engineer, decompile or distribute the software provided by FREE NOW.
5. The User is responsible for keeping his username and password secure and must not provide these to third parties or allow them to access the App. The User must inform FREE NOW immediately if a third party uses his account without authorization. In particular, the User is obligated to inform FREE NOW of any loss, theft or misuse of his password or smartphone or other End Device on which he uses FREE NOW and Pay by App, or any other unauthorized use of his user account, password or other personal identification features. If the User suspects that any of the above has happened or comes to know thereof, he must immediately notify FREE NOW using the contact details provided in the App or on the FREE NOW website.
6. If in connection with the use of the App the User broke the law, he is responsible for damages he caused towards the affected legal or natural persons, including FREE NOW on a basis of general rules regarding compensation.
7. The User undertakes to inform FREE NOW promptly and with full details if any third party asserts claims against FREE NOW due to the User's breach of law.
8. The User may not store, use or otherwise process the personal data of any other parties involved (i.e. drivers or other Users), for any other purposes than using the App and in a way that is allowed by the GTC-P.

VI. Responsibility for content

1. In case FREE NOW permits its Users to publish content in the App, on the websites or other media operated or hosted by FREE NOW, the publishing User shall be solely responsible for such published content. The User is obligated to observe the applicable law in this regard.
2. FREE NOW is entitled to remove immediately any published material that violates the law.

VII. Conditions for trip cancellation fee

1. If the User decides to cancel a trip, after his/her booking has been accepted by the carrier or the driver acting on the carrier's behalf, or the service was cancelled by the carrier or the driver acting on the carrier's behalf when the User did not show up at the place where the User requested the carrier or the driver acting on the carrier's behalf to appear, a fee may be charged by FREE NOW to the User. For more information on the cancellation policy and the cancellation fee click on the following [link](#).

2. The User may demand the repayment of the cancellation fee charged to him in any case it was unjustified. Such a request shall be sent by e-mail or by mail to FREE NOW within 30 days after the fee was charged.

VIII. Term and Termination

Contract concluded under GTC-P is of unlimited duration and both parties are entitled to terminate the contract any time with 3 days' notice. In particular, FREE NOW reserves the right to terminate the contract without notice if the User severely violates contractual or legal obligations. For the sake of clarity, the termination of the contract under which the service of making the App available is rendered, terminates the use of Pay by App and any other service associated with the App at the same time.

B. Terms and conditions for the “Pay by App” service

I. Subject matter of Pay by App, PayPal note

1. Pursuant to the GTC-P, FREE NOW permits Users to avail of cashless means via the App to pay (i) individual carriers for trips taken and (ii) for Additional Mobility Services, using any of the payment methods admissible by FREE NOW. The maximum amount that could be paid for a trip (including first trip) using Pay by App is specified on the FREE NOW website and in the App. The maximum amount that could be paid for an Additional Mobility Service using Pay by App is specified on the website of the respective Mobility Services Providers and in the App.
2. The User acknowledges and agrees that
 - a) during registration of a payment method (e.g. credit card), when ordering a ride, an Additional Mobility Service or when paying via the app, the User may be required to perform an additional authentication of his/her identity;
 - b) this authentication may be processed via different methods (e.g. one-time passcode, password, biometric authentication) and they depend on each User's agreement with his/her bank, payment service provider and/or credit card issuer (e.g. Visa, Mastercard, American Express);
 - c) FREE NOW reserves the right to require such authentication from the User's bank or payment service provider for additional security;
 - d) during this authentication process, FREE NOW reserves the right to share additional payment relevant information about the User with the relevant payment service provider which will be transferred to the User's bank or payment service provider.

In addition to the above, FREE NOW reserves the right to process a payment request at any time after a charge becomes due and payable to FREE NOW in accordance with these Terms and Conditions (for example, cancellation fees, delayed payments, debt settlement or other charges, including those charged by the respective Mobility Services Providers) without requiring any additional authentication from the User described above. The User

should note that the terms of this clause B.I(2) are provided for the User's information in relation to the processing of payments. As a result, (i) FREE NOW shall have no responsibility or liability to the User for the application, non-application, delay or failure of any such processes in any given case and (ii) the terms of this clause B.I(2) shall not affect or detract from the Users obligations to FREE NOW under these Terms and Conditions.

3. The User is free to select from the payment methods admissible by the App. The User, at any time, can modify or remove these cashless payment methods in the App. The User confirms that the data provided for payment are correct.
4. If the User opts for PayPal, he does not need to provide FREE NOW with his bank details. The payment is effected by way of an automated direct debit (electronic direct debit) or charge (credit card payment) between the User and PayPal. Under PayPal's terms and conditions of use, the User may be charged separately for the use of PayPal's service. In order to use PayPal's payment service for FREE NOW, the User must set up a PayPal account with PayPal.
5. Generally, it is possible to pay for a trip or an Additional Mobility Service with use of the Pay by App service in all vehicles used by a certain carrier and for all Additional Mobility Services. However, if payment with use of Pay by App is not possible with a given Mobility Services Provider for technical reasons (that for instance occur at a later time), the following applies: the User must pay for trips performed with taxis or rented cars in cash (or with an EC or credit card, whichever available). If it is impossible for FREE NOW to collect the fee for the respective Additional Mobility Service itself from the User through the payment method registered by the User, the User must pay the fee to FREE NOW immediately, however not later than within 5 days. To this end, respective information on the fee for a given Additional Mobility Service is displayed to the User in the FREE NOW App.

II. Contractual obligations of the User and payment

1. The User is not obligated to pay the driver for trips by cashless means of payment through Pay by App. He can freely choose the method of payment (i.e. in cash or Pay by App). When registering cashless means of payment through Pay by App, the User agrees to being charged by FREE NOW acting on the carrier's behalf with any future fees due under these GTC-P. Making a payment by the cashless means of payment through Pay by App registered by the User will not require the User to take any additional actions each time and will be initiated by FREE NOW, to which the User agrees by registering the cashless means of payment through Pay by App.
2. If the User opts to Pay by App for rides, he must pay the gross transportation fare and, where applicable, any desired tip and other due charges. By registering in the App cashless means of payment through Pay by App under the present GTC-P, the User authorizes FREE NOW to charge his credit card or PayPal account to the sum due for the ordered rides or deduct the due amount by other means of payment admissible by the App, to which the User agrees by registering cashless means of payment through Pay by App.

3. If the User accepts the GTC-P and opts to Pay by App, he requests issuing of an invoice or an electronic bill instead of a fiscal receipt. In this case, the issued fiscal receipt will not be handed out to the User. The invoice for the trip or for the Additional Mobility Services will be sent promptly via email at the email address provided to FREE NOW by the User. The User must check the receipt/invoice and inform FREE NOW immediately of any discrepancies. Any claims based on an incorrectly calculated or incorrectly stated amount shall relate exclusively to the contract between the User and the service provider and shall be asserted by the User against the latter.
4. Where the User deposits a new payment method (e.g. credit card) for Pay by App and in the moment of payment, FREE NOW reserves the right to make a pre-authorization transaction (usually € 0.50) for validation purposes using the payment method in the moment of deposition of the payment method. The deposition of the payment method will fail if the pre-authorization fails. This pre- authorization transaction is also made if the hail was unsuccessful or the trip is cancelled. Any pre- authorisation will temporarily reduce the available balance for the respective payment method by the pre-authorization amount for up to 10 working days and may appear as a temporary hold on the relevant payment card. The pre-authorisation amount for validation purposes as described above will not be charged to the concerned payment method.

Furthermore, FREE NOW may require a pre-authorisation on the User's default or selected payment method that reflects the estimated or, as the case may be, the fixed fare amount including any preselected tip for the trip. This amount will not be charged at the time of booking from the default or selected payment method but is reserved for payment of the actual ride including any preselected tip, any applicable cancellation fee or other FREE NOW charges. FREE NOW may confirm details of this pre-authorisation by email (to the User's registered email address) or through the App once the User completes the booking. If payment is received in full, the reserved amount will be released by FREE NOW. This may take the User's bank or payment service provider up to 5 working days to process.

By using the Pay by App feature, the User consents to FREE NOW's pre-authorisation procedures as referred to in this clause.

5. FREE NOW reserves the right not to offer certain payment methods in individual cases or in general.
6. FREE NOW explicitly reserves the right to block the User's account or the additional Pay by App functions for the User permanently or temporarily or to ask the User to define a new password, PIN or other personal identification feature if it is suspected that the User's account or personal identification feature have been used fraudulently or without authorization. In such instances, FREE NOW undertakes to inform the User, that his User's account or additional Pay by App function have been blocked, if possible, before blocking, but at the latest immediately after blocking, giving the reason for the blockage.

7. A fee for an ordered trip charged to the User through the selected payment manner pursuant to this point B.II above may be calculated on the basis of the indication of a taximeter installed in a taxi used to carry out a ride or otherwise in accordance with generally applicable law. If the fee is a flat rate, the User will be informed of the amount via the App when ordering a ride. A fee for the intermediated Additional Mobility Service is calculated in accordance with the terms and conditions provided by the Mobility Services Provider made available to the User. If the fee is a flat rate, the User may be informed of the amount via the App when ordering the Additional Mobility Service.

III. Conditions for use of Vouchers through Pay by App

Unless any other terms and conditions of FREE NOW will apply to particular promotion campaigns, the following conditions for use of vouchers shall apply:

1. The User can only use a promotional code if he selects Pay by App as a payment method.
2. The promotional code will be valid for a single or multiple trip or a single or multiple Additional Mobility Service and may be used only once during the specified promotion period. Promotional codes that are not redeemed during the promotion period expire without any compensation. The promotional codes cannot be exchanged for cash. In case it was not possible to use the code due to technical errors with the App, FREE NOW provides the User with a substitute code.
3. The promotional code for a first Pay by App service, can only be used once per User and by the first payment by using Pay by App service. If then the User has not used the promotional code, the code expires and cannot be used anymore or changed for another one.
4. For the proper usage, it is essential to enter the code before a payment is initiated and the code has been accepted as valid.
5. The promotional code can only be redeemed in cities participating in the promotion where Pay by App is available. On FREE NOW website, the User can check the cities where such functions are available.
6. The corresponding promotional codes cannot be combined with other promotions, coupons or discounts. The codes have no cash value, are non-transferable and can only be used once. The loss of the promotional code will not give any right to substitution. The code may not be sold, resold or exchanged for cash.
7. In case of unauthorized use, FREE NOW will be authorized to block the User's account. Likewise, in case of fraud, attempted fraud or suspicion of other illegal activities related to the promotional code, FREE NOW will be authorized to block and delete the corresponding User accounts. In such case FREE NOW informs the User of the reason for such blockage or removal.

IV. Liability

1. If the User chooses to pay by App, he must ensure that he has sufficient funds. If the bank account FREE NOW attempts to charge does not have sufficient funds, the User must bear any charges or costs incurred as a result of insufficient funds in the bank account.
2. If the cashless payment process malfunctions the User should contact PayPal or his provider of payment services directly.
3. If the User defaults on his payment for the payment option selected by him, FREE NOW shall be entitled to demand statutory interest payable on delay as FREE NOW acquires the claim for payment from the drivers/ Mobility Services Providers.
4. If the User violates his obligation to take due care to protect his usage identification and his personal identification feature from unauthorized third-party access, and as a result of this violation of duty of care, FREE NOW incurs a loss, FREE NOW explicitly reserves the right to assert damages against the User.

C. Subscription

1. The User may use against payment – if available at the given time – a special FREE NOW offer consisting in purchase of a specified number of electronic codes or one code for a specified number of trips to be used for payments for rides or Additional Mobility Services booked through the App (“**Subscription**”).
2. The Subscription consists in purchase of:
 - a) a specified number of codes with a certain nominal value for a specified gross price; each code may be used once to make a Pay by App payment for a trip or
 - b) one code for a specified number of trips with a certain nominal value per trip, exclusively by the User who purchased the Subscription.
3. The exact price for the Subscription and the number and value of the codes is available at the FREE NOW website or, if introduced, in the App. The Subscription is valid for one month each.
4. If the price for a single trip exceeds the value of a single code, the User must pay the difference on general conditions as apply for him to payments for trips booked by the App.
5. The part of the Subscription not used within the time limit for which the Subscription has been purchased is not carried over to the next time period and may not be used after the expiry of the Subscription.
6. To buy the Subscription the User has to pay the price for the Subscription previously notified to him. The Subscription is ordered through a special FREE NOW website or, if introduced, in the App where the method of payment for the Subscription is indicated. The Subscription agreement is concluded upon effective payment by the User. Payment has to be made until 3 (three) days before the first day of the month the Subscription shall apply.
7. Upon purchase of a Subscription, the User may choose at the time of payment an option of automatic renewal of the Subscription, which means that the Subscription is automatically extended after the given time period has elapsed. The Subscription may be terminated with

the effect at the end of the next time period through a special FREE NOW website, via e-mail to pomoc@free-now.com or, if introduced, in the app.

8. Upon purchase of the Subscription, the User shall specify whether the performance of the Subscription agreement should start before the expiry of the time limit for withdrawal (see the next section).
9. Since the Subscription agreement is concluded online, the User may withdraw from the Subscription agreement within 14 days from its conclusion without specifying the cause. In order to use this right the User should fill in a withdrawal statement, pursuant to the template available on the FREE NOW website and send it to FREE NOW by regular mail to the address of FREE NOW registered office indicated on the FREE NOW website or per e-mail to pomoc@free-now.com. The statement is effective provided that it is sent before the lapse of 14 days from the conclusion of the Subscription agreement.
10. If the Subscription agreement is effectively withdrawn from by the User, the Subscription agreement is deemed to not have been concluded and the User is released from any and all obligations resulting therefrom. The Subscription amount shall be returned to the User not later than within 14 days from receipt of the withdrawal statement. If the User used Subscription for payment of trips before the expiry of the time limit for withdrawal, only the part of the Subscription which has not been used will be returned.
11. After the payment for the Subscription is effectively made the User will be provided with the terms of the Subscription via e-mail to his e-mail address indicated in the App.
12. Use of trips as part of the Subscription does not change the legal nature of the FREE NOW service and FREE NOW remains the intermediary.

D. Rules of filing and reviewing complaints

1. If the User has any reservations about the services provided by FREE NOW, the User may file a complaint in the form referred to in section 2 below.
2. The User may file complaints in the following forms:
 - a) electronically to: pomoc@free-now.com
 - b) in writing, delivered personally or by regular mail to the address of FREE NOW registered office.
3. The complaint should contain the following:
 - a) detailed description of the event it refers to;
 - b) reservations about the services offered/provided by FREE NOW;
 - c) explicit indication of User's claim towards FREE NOW.
4. The complaints are reviewed within no longer than 30 days from receipt of the complaint by FREE NOW.
5. The User will be informed of the result of the complaint review by FREE NOW within 30 days from its receipt by registered letter or e-mail, depending of the form in which the complaint has been filed.

6. Complaints regarding transportation services provided by carriers should be submitted directly to carriers providing the services and may be filed:

1. in Warsaw with the Administration & Resident Services Department of the Capital City Hall of Warsaw with its registered office in Warsaw, Al. Jerozolimskie 28. The complaints are filed in writing (Al. Jerozolimskie 28, 00-024 Warszawa) or electronically (Sekretariat.BAiSO@um.warszawa.pl);
2. in Krakow, to the Transport and Regulated Business Department of the Vehicle and Driver Register Department of the City Hall of Krakow with headquarters in Krakow at Al. Powstania Warszawskiego 10. Complaints are filed in writing (Al. Powstania Warszawskiego 10, 31-541 Kraków) or in electronic form (km.umk@um.krakow.pl);
3. in Łódź with the Office for the Promotion of Employment and Business Services of the Łódź City Hall with its registered office in Łódź at Al. Politechniki 32. The complaints are filed in writing (Al. Politechniki 32, 93-590 Łódź) or in electronic form (bpz@uml.lodz.pl);
4. in Gdańsk to the Department of Communication of the Gdańsk City Hall with headquarters in Gdańsk at ul. Bernarda Milskiego 1. The complaints are filed in writing (ul. Bernarda Milskiego 1, 80-809 Gdańsk) or in electronic form (wk@gdansk.gda.pl);
5. in Gdynia to the Department of Civil Affairs of the Gdynia City Hall with its registered office in Gdynia at Al. Marszałka Piłsudskiego 52/54. The complaints are filed in writing (Al. Marszałka Piłsudskiego 52/54, 81-382 Gdynia) or in electronic form (wydz.spraw_obywatelskich@gdynia.pl);
6. in Sopot, to the Communication Department of the Sopot City Hall with its registered office in Sopot, ul. Tadeusza Kościuszki 25/27. The complaints are filed in writing (Tadeusza Kościuszki 25/27, 81-704 Sopot) or in electronic form (ums@sopot.pl);
7. in Wrocław to the Department of Administrative Decisions and Business Inspection of the Transport Department of the Wrocław City Hall with its registered office in Wrocław at ul. Gabrieli Zapolskiej 4. The complaints are filed in writing (Gabrieli Zapolskiej 4, 50-032 Wrocław) or in electronic form (wtr@um.wroc.pl);
8. in Poznań to the Division of Licenses for Road Transport and Control of the Department of Economic Activity and Agriculture of the Poznań City Hall with its registered office in Poznań at ul. 28 czerwca 1956. The complaints are filed in writing (ul. 28 czerwca 1956, 61-441 Poznań) or in electronic form (dgr@um.poznan.pl);
9. in Katowice to the Transport Department of the Katowice City Hall with its registered office in Katowice at ul. Warszawska 4. The complaints are filed in writing (ul. Warszawska 4, 40-006 Katowice) or in electronic form (t@katowice.eu);
10. in Gliwice to the Department of Communication of the Gliwice City Hall with its registered office in Gliwice, ul. Zwycięstwa 21. The complaints are filled in writing (ul. Zwycięstwa 21, 44-100 Gliwice) or in electronic form (km@um.gliwice.pl);
11. in Bytom to the Department of Local Transport of the City Hall Bytom with its registered office in Bytom, ul. Smolenia 35. The complaints are filled in writing (ul.

Smolenia 35, 41-900 Bytom) or in electronic form (ai@um.bytom.pl);

12. in Chorzów to the Communication Department of the Chorzów City Hall its registered office in Chorzów at ul. Rynek 1. The complaints are filled in writing (ul. Rynek 1, 41-500 Chorzów);
13. in Zabrze to the Communication Department of the Zabrze City Hall at ul. Wolności 286. The complaints are filled in writing (ul. Wolności 286, 41-800 Zabrze) or in electronic form (sekretariat_wk@um.zabrze.pl);
14. in Ruda Śląska to the Department of Communication of the Ruda Śląska City Hall at Plac Jana Pawła II 6. The complaints are filled in writing (Plac Jana Pawła II 6, 41-709 Ruda Śląska) or in electronic form (um_kom@rudaslaska.pl).

D. Rules of filing and reviewing complaints

1. Should any provision of the GTC-P be or become ineffective or invalid or should they contain a loophole, the effectiveness of the remaining provisions shall not be affected. A provision reflecting as close as possible to the economic purpose of the GTC-P shall be incorporated to replace the ineffective provision or fill the loophole.
2. With regard to the data protection regulations, reference is made to the Privacy Policy Passenger, which can be found at free-now.com/pl/owu-pp-cookies/.
3. If the User is an entrepreneur, including natural person who (1) uses FREE NOW Services in direct connection to their business activity and (2) uses FREE NOW Services professionally, the exclusive place of jurisdiction for all disputes arising out of these GTC-P and a contract concluded with FREE NOW shall be FREE NOW's registered head office.
4. These GTC-P shall be governed by the Polish law, with the exclusion of the UN sales convention.
5. FREE NOW will inform the User of amendments to these GTC-P. In case of FREE NOW services provided on the basis of a continuous legal relationship, e.g. the service of making the App available, the amendment will become effective when the User accepts the new version of the GTC-P in the App or after providing the User with a new version of GTC-P by email and the User's decision to continue using the App. If the User does not agree on the introduced changes, both the User and FREE NOW may terminate the contract concluded with FREE NOW with immediate effect. In case of FREE NOW services provided on the basis of a continuous legal relationship, e.g. the service of making the App available, the GTC-P may be amended during such relationship, in particular for the following reasons:
 - a) the applicable legal provisions have been amended which requires amending the GTC-P,
 - b) FREE NOW has introduced changes with respect to payment manners and the way of registering payments regarding FREE NOW Services,
 - c) a new scope or manner of providing FREE NOW Services has been introduced or existing ones cancelled or changed,
 - d) a new promotion relating to FREE NOW Services has been introduced or an existing one

cancelled or changed by FREE NOW,

e) FREE NOW has introduced technical changes to the App,

f) editorial changes or updates of information (such as contact details indicated in the GTC-P) have been made,

g) changes in the terms and conditions of cooperation between FREE NOW and third parties (e.g. carriers), requiring an amendment to the GTC-P.

6. In case of one-off FREE NOW Services (e.g. the intermediary service), in each case the version of the GTC-P up to date as of the ordering of a service applies. In each case the User may read the up-to-date version of the GTC-P (in the App or at the FREE NOW website) before making a decision on ordering a service via the App. Additionally, the basic information on the terms of the service provision are displayed in the App before the User makes a decision on ordering a given service.
7. In case of any issues, questions or problems, please contact FREE NOW through customer care. The contact details will be available through the App in the section “Contact” or on the FREE NOW website.
8. Settlement of disputes may take place by way of out-of-court settlement of disputes. The European Commission provides a platform for online dispute settlement (OS), which is located at: ec.europa.eu/consumers/odr
9. The User is informed that FREE NOW is not obligated nor willing to participate in the above-mentioned dispute settlement procedure.