

Terms and Conditions of Car Sharing service

Effective from 5 January 2021

Introduction

1. The following Terms and conditions ("Terms and Conditions") specify the conditions for providing the rental car service of Car Sharing.
2. Car Sharing service is provided by Car-Sharing S.A. based in Warsaw, 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: 0000123123, NIP: 123-123-12-12 ("Car-Sharing").

Account activation

3. Car Sharing 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 Car Sharing ("Account").
4. Account activation is carried out with the Car Sharing mobile application ("Application").
5. In order to activate the Account, it is necessary to:
 - a. register the Account by:
 - i) filling in the registration form available in the Application and
 - ii) submitting photographs of documents or other attachments following the instructions in the registration form [a photograph of the front of the Driving Licence (obverse) and a selfie photograph of the face with the front of the Driving Licence (obverse)] and
 - iii) confirming the registration with the link sent to the e-mail address provided in the form;
 - b. provide payment card ("Payment Card") details with internet, recurring and correspondence transactions switched on, which will be used to make payments for CAR SHARING Carsharing; it is not allowed to use a Payment Card issued for a person other than the Customer using the Card;
 - c. accept the Terms and Conditions and the Privacy Policy;
 - d. consent to charging the Payment Card with receivables due to the use of Car Sharing

- e. pay with the Payment Card a non-returnable registration fee (the value indicated in the Application); the first registration fee will be credited towards the Customer's receivables for Rental.
1. After activating the Account, the Customer may rent ("Rental") a car ("Car") from CAR SHARING on the terms specified in the Terms and Conditions, according to the price list available in the Application or at Car Sharing ("Prices").
2. In the course of activating the Account CAR SHARING is authorized to ask the Customer to provide additional information, documents or explanations related to the activation process in order to confirm the Customer's identity, personal data and address of residence in Poland or abroad. CAR SHARING reserves the right to terminate and refuse to activate the Account.
3. The Customer commits themselves to immediately update their data provided in the course of activating the Account, in particular the information concerning the Driving License, Payment Card and address and contact details. Changing the
4. Payment Card involves incurring a one-time non-refundable registration fee in the amount indicated in the Application.
5. The Customer may at any time cancel (unregister) with CAR SHARING Carsharing by reporting the cancellation to iodo@CarSharing.

Starting and terminating the rental

1. 11. The Customer may use the Car after its prior reservation ("Reservation") or without Reservation, as long as they are directly next to the Car and the Car has not been previously reserved by another Customer. The Customer shall pay for the Reservation according to the prices and conditions specified in the Application and at CarSharingcs.pl. Failure to pay for the Reservation results in its automatic cancellation.
2. 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.
3. The Rental starts once the option in the Application confirming the start of the Rental is chosen, resulting in the opening of the Car (conclusion of the Rental Contract). Termination of the Rental by the Customer takes place in the Application by selecting the option of terminating the Rental after confirmation of this fact by an appropriate message in the
4. Application. The Customer is obliged to check each time that the Rental has been correctly terminated and the Car is locked. Terminating the Rental takes place after switching off the ignition, leaving the Car and closing the door. Rental may be started and terminated, subject to clause 18 of the Terms and Conditions, only in the zone designated by CAR SHARING visible in the Application ("CAR SHARING Zone"). Apart from that the use of the Car is possible all over Poland.
5. The Customer has the possibility to stop the journey without terminating the Rental ("Stopover"). Parking is forbidden in the Prohibited Places indicated in point 15 b.-h. of the Terms and Conditions. An exception is a Stopover in underground garages and other places with limited GPS and GSM coverage, if the Car is equipped with a key to start the ignition. In this case, the car must be locked with the key when parked.

6. It is forbidden to terminate the Car Rental outside the allowed CAR SHARING Zone (including the red area marked in the Application) and in the following places ("Prohibited Place"):
 - a. in the area where there are any restrictions regarding parking the Car, e.g. fees, access control and restrictions, time limits for parking, etc. (except for the public paid parking zone and special parking spaces designated by CAR SHARING) ;
 - 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 Car Sharing;
 - d. in underground garages, multi-storey car parks and other places where there is no satellite navigation range (GPS) or GSM;
 - f. in green areas;
 - g. in the case of special parking lots - in parking spaces other than those designated for Car Sharing;
 - h. in places designated for use by people with disabilities;
 - i. in the case of a Car other than an electric car — in places designated for charging or parking electric cars.
7. The Customer shall not pay any public (municipal) charges for terminating the Rental or for Stopover in a parking space in a municipal public pay parking zone (SPP) located in a permitted CAR SHARING Zone. Leaving the Car by the Customer in a different place, including the red forbidden zone marked in the Application, is charged to the Customer and the Customer is obliged to cover all the costs, and in the event they are incurred by CAR SHARING — reimburse their equivalent.
8. A Paid Special Car Park is a zone marked in the Application, in which the commencement and/or termination of the Rental entails the collection of additional charge. If the entry into the Special Car Park involves the collection of a parking ticket, the Customer ending the Rental on such a Car Park is obliged to leave the collected ticket in the Car. CAR SHARING may also establish other areas within the CAR SHARING Zone, where the beginning and/or ending of the Rental may involve charging an additional fee or granting a bonus.
9. CAR SHARING may establish that the termination of the Car Rental can only take place in the limited area of the CAR SHARING Zone indicated in the Application.