

MASTER AGREEMENT ON MEMBERSHIP IN PILSEN CARSHARING

entered into between Provider and User, as the contracting parties are defined in the General Terms of Business for Pilsen Carsharing; Provider is taken to mean Plzeňské městské dopravní podniky, a.s., Company Registration Number: 25220683, registered address at Denisovo nábřeží 920/12, Východní Předměstí, 301 00 Pilsen; and User is taken to mean the person who has listed their identification data in the registration form of the App, which is the means through which this Master Agreement on Membership in Pilsen Carsharing is being executed.

(Provider or User separately also “Contracting Party” and jointly also “Contracting Parties”)

1 RECITALS

- 1.1 The purpose of this Master Agreement on Membership in Pilsen Carsharing (“Agreement”) is to enable User to use Cars operated by PMDP in Pilsen Carsharing under the agreed terms and conditions.
- 1.2 This Agreement has been entered into between PMDP and User via the App, and the General Terms of Business for Pilsen Carsharing is an integral part of the Agreement.
- 1.3 All terms starting with a capital letter have the same definition as the terms defined in the General Terms of Business for Pilsen Carsharing (“Terms of Business”).
- 1.4 By entering into this Agreement while also fulfilling the other conditions listed in this Agreement and the Terms of Business, User becomes eligible to use Pilsen Carsharing.

2 ENTRANCE INTO THE AGREEMENT VIA THE APP

- 2.1 By registering in the Pilsen Carsharing system via the App, User represents and confirms that s/he has familiarised him/herself and expresses unconditional consent with the Terms of Business, and proposes entering into this Agreement.
- 2.2 This Agreement is entered into between Provider and User via remote communication via the App and forms under the conditions stated hereunder.
- 2.3 User represents and confirms that:
 - a) S/he has entered truthful and accurate mandatory personal data into the registration form, specifically the email address, first and last name, home address (permanent residence), telephone number, bank card number and information, and Pilsen Card number if applicable;
 - b) S/he has become acquainted with the Terms of Business for Pilsen Carsharing and expresses unconditional consent with them;
 - c) S/he has become acquainted in detail with the conditions for registering in the Pilsen Carsharing system;
 - d) S/he has become acquainted with the Price List and price billing method and expresses unconditional consent with them;



- e) Using the registration form, s/he has entered into the system truthful mandatory information and a photocopy of his/her personal ID (photograph or scan) – driving licence or other driving permit attesting to his/her permission to drive a Car, without which Provider cannot offer the Car for use in the Pilsen Carsharing system.
- 2.4 The proposal to enter into this Agreement is made upon User sending the his/her information and consenting with the contract documentation via the App and subsequently verifying his/her email.
- 2.5 The Agreement between Provider and User is entered into only after Provider has checked and authorised User's registration information. User will be informed of this fact by email, and the Agreement is considered executed the moment this confirmation email is delivered. The User Account is also activated.

3 SUBJECT OF THE AGREEMENT

- 3.1 With this Agreement, Provider commits that it will make the Pilsen Carsharing system accessible to User, and that Cars will be rented to User under the agreed terms for the duration of this Agreement and based on separate rental agreements; User commits that s/he will pay the agreed rent to Provider together with any additional payments associated with the use of the Cars, the prices of which are listed in Provider's currently valid Price List.
- 3.2 User will be allowed to use individual Cars after this Agreement goes into effect. Use of the Cars is enabled by using the reservation system in the App.
- 3.3 For the duration of the Agreement, Provider allows User to use any Car at times selected by User, unless the Car is already being used by another user/member of the Pilsen Carsharing system who exercised his/her authorisation earlier.

4 HANDOVER AND USE OF CARS

- 4.1 User is authorised to use Cars as described in the Terms of Business, i.e., after entering into separate rental agreements via forms in the App.
- 4.2 User is further obliged and commits to adhere to all rules agreed to in this Agreement and in the Terms of Business, including but not limited to paying agreed payments properly and on time.
- 4.3 Only User is authorised to use Cars, and must do so in accordance with the principles and rules stipulated in the Terms of Business.
- 4.4 User commits to use Cars only for purposes that are common and usual, i.e., for driving on paved roads.



5 DURATION OF THE AGREEMENT

- 5.1 This Agreement is entered into for an indefinite period.
- 5.2 This Agreement goes into effect upon activation of the User Account.
- 5.3 The method for terminating the Agreement is governed by the Terms of Business.
- 5.4 If the contractual relationship established by this Agreement is terminated, User is no longer authorised to use Pilsen Carsharing or make new Car reservations.

6 CLOSING PROVISIONS

- 6.1 This Agreement is stored on a permanent data storage device at the site of Provider, who upon request will provide the Agreement to User. All provisions made as part of remote communication will be considered written communication.
- 6.2 If one of the provisions of this Agreement is declared invalid and/or ineffective, the other provisions of this Agreement remain valid and effective. Contracting Parties commit that without undue delay, they will replace invalid and/or ineffective provisions in this Agreement with valid and/or effective provisions corresponding to the expression of will herein.
- 6.3 The Agreement is governed by the laws of the Czech Republic, especially Act 89/2012, the Civil Code. Provisions of this Agreement and/or Terms of Business that vary from the law have precedence over non-mandatory legal provisions.
- 6.4 By entering into this Agreement, User acknowledges that Provider will process personal data provided to Provider in connection with the execution of this Agreement or with the use of the Pilsen Carsharing system, and will do so entirely in accordance with Art. 6 of Regulation (EU) No. 2016/679 of the European Parliament and of the Council of 27 April 2016, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, repealing Directive 95/46/EC ("General Regulation"), and does not require the data subjects' consent for this purpose. The principles of personal data processing are described in the Terms of Business and at the PMDP website <http://www.pmdp.cz/o-nas/povinné-udaje/ochrana-osobních-údajů/>.
- 6.5 All changes and addenda to this Agreement may be made only with the consent of both Contracting Parties and exclusively in writing, unless they are changes to the Terms of Business or changes to the Price List, which Provider is entitled to change unilaterally in the manner described in the Terms of Business.
- 6.6 The Terms of Business and Price List are integral Parts of this Agreement.
- 6.7 Contracting Parties explicitly state that they are fully competent to perform legal acts, and that this Agreement is an expression of their solemn, genuine, definite, coherent and free will. User particularly confirms that s/he has read this Agreement in detail, understood its contents, and if s/he did not understand, s/he asked Provider to explain this Agreement or the Terms of Business.

