

GENERAL TERMS OF BUSINESS for PILSEN CARSHARING

The operator of the System is:

Plzeňské městské dopravní podniky, a.s.

Registered office: Denisovo nábřeží 920/12, Východní Předměstí, 301 00 Plzeň

Registration No.: 25220683

Tax Registration No.: CZ25220683

Registered in the Commercial Register maintained by the Regional Court in Pilsen, Section B, File no. 710

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hereinafter “PMDP” or “Provider”

1 RECITALS

- 1.1 These Terms of Business for Pilsen Carsharing regulate the detailed definitions of the mutual rights and obligations of PMDP and Users when using Pilsen Carsharing, including but not limited to detailed conditions for the use of the Car by User.
- 1.2 The mutual rights and obligations of the contracting parties are established on the basis of and in connection with the Master Agreement between PMDP and User via the Karkulka App, of which these Terms of Business are an integral part.

2 DEFINITIONS OF TERMS

User

User is a person (legal or natural) who has entered into a Master Agreement with Provider, expressed consent with these (or later issued) Terms of Business, and is eligible to use Pilsen Carsharing.

Master Agreement

Master Agreement is understood to be the Master Agreement on Membership in Pilsen Carsharing between Provider and User, which governs basic rights and obligations in the Pilsen Carsharing scheme. By entering into the Master Agreement and accepting these Terms of Business, a right is established for User to use Pilsen Carsharing.

Pilsen Carsharing

Pilsen Carsharing is understood as a system of “shared cars” based on short-term rentals of cars provided to members (Users) of Pilsen Carsharing by Provider, via automated electronic devices and by means of online communication and for the price listed in the Price List.

PMDP Karkulka App

The PMDP Karkulka App (the “App”) is understood as a mobile application designed for smart devices with Android and iOS operating systems and an internet application for web browsers (accessible at www.carsharing.pmdp.cz). The App is used to register new Users, to make Car reservations, and to control the Car when starting and terminating reservations.



Car

Car is understood as a passenger car in Provider's fleet that is included in the Pilsen Carsharing scheme and is equipped with special electronic devices that enable the operation of Pilsen Carsharing. PMDP is an authorised user of the Cars and is authorised to offer these Cars for other Users to use as part of the Pilsen Carsharing scheme, i.e., to rent out the Cars.

Users can access a list of Cars designated by Provider for Pilsen Carsharing on Provider's website and in the App. The Cars are marked with Provider's logo. Electronic devices enable User to open the Car with a Pilsen Card, the App on a smart mobile device, or with an interactive voice response (IVR) system, and to send Provider data in real time via electronic systems about the ride, location, and other data about the condition of the Car, which are essential for the operation of Pilsen Carsharing and for the calculation of prices and fees according to the Price List.

Driver

Driver is understood to be a natural person who will drive the Car. Driver may only be a natural person who has proven to Provider upon registration in Pilsen Carsharing that s/he:

- i. Has reached the age of 18;
- ii. Has a valid driving licence;

and:

- i. Has registration authorised by Provider and has been permitted to reserve the Car;
- ii. Has a valid reservation for that particular Car at that particular time.

To eliminate any ambiguity, the Car must not be driven by any person other than the registered User who has a valid reservation for that specific Car.

Price List

Price List is understood as a list of prices and fees that User is obliged to pay Provider in connection with the use of the Car (rental fee) and other fees associated with the provision of services, including compulsory additional costs. Provider's Price List valid at the time the Car reservation was made is always binding for User. The complete Price List, including additional fees, can be accessed at Provider's website (www.karkulka.pmdp.cz under Price List). The Price List can also be accessed in the App when reserving a Car. By making a reservation, User confirms that s/he has familiarised him/herself with the valid Price List.

Pilsen Card

Pilsen Card ("PC") is understood to be a personalised chip storage device – an electronic monetary tool used either to hold a public transportation pass or to be used as a means of payment that stores a monetary value on a chip storage device (electronic money) and is accepted by participants in the multifunctional chip card system to pay for services.

As part of the Pilsen Carsharing scheme, PC enables users to only unlock and lock the car to start or terminate a reservation, respectively, but not to make payments pursuant to the Price List.

User Account

A User Account is understood to be an electronic account set up by User when they register in the App, with User signing in with their email and password.

The User Account enables User to make Car reservations, browse his/her reservation history, and control the Car when s/he starts and terminates a reservation. The User Account contains an overview of prices billed (rent) for the use of the Car and other fees or contractual penalties billed to User by Provider. The User Account also contains any discounts or bonuses recorded to User, if User becomes eligible for such discounts and bonuses pursuant to the Master Agreement, Terms of Business, or subsequent provisions and/or pursuant to the Price List.

User is obligated to update the data listed in the User Account whenever there is a change. Each User may have only one User Account, which they are not entitled to make accessible to a third party.

Provider may disable User from using and/or cancelling his/her User Account, particularly if User breaches his/her obligations to Provider.

Business Account

Business Account is the same as a User Account, but it can generate a receipt for the accounting needs of a legal entity or for another User who lists the Registration Number (“IČO”) and other billing information upon registration.

PC Reader

PC Reader is understood as a special electronic device that is located inside a Car enrolled by Provider in the Pilsen Carsharing scheme and that enables User to use their PC to unlock and lock the Car to start and terminate their reservation, respectively. PC Reader is located in a visible place behind the window (driver’s side) of a Car enrolled in the Pilsen Carsharing scheme and is activated by placing a PC against it.

Parking Zone

Parking Zone is understood to be an area in Pilsen defined by specific streets to which Provider assigns a specific Car designated for Pilsen Carsharing, from which the Car may be picked up by User and subsequently returned (parked) by User.

Provider defines specific Parking Zones for each Car separately. Parking Zones are marked in the App after signing into the User Account.

Information Hotline

Information Hotline (operator assistance) is understood as Provider’s telephone number +420 725 862 801, which is designated by Provider for User to communicate 24/7 with Provider’s authorised persons to answer questions and resolve other issues listed in these Terms of Business.

IVR

Interactive Voice Response (IVR) is understood to be one method for unlocking and locking Car to start and terminate a reservation, respectively. A smart mobile device or mobile data tariff is not needed for this method of controlling the Car.



3 BASIC PRINCIPLES OF PILSEN CARSHARING

- 3.1 Provider enables short-term Car rentals to Pilsen Carsharing Users.
- 3.2 Prices of Pilsen Carsharing Cars (including individual price tariffs) are listed in Provider's currently valid Price List or directly in the App when reserving a Car.
- 3.3 To enter the Pilsen Carsharing system, PMDP and User must enter into a Master Agreement via the online form in the App.
- 3.4 All Pilsen Carsharing Users are obliged to use the system with a maximum level of thoughtfulness towards other Users, including but not restricted to: adhering to the reservation schedule, adhering to the Car return time, and ensuring the careful and safe use of Cars, thus ensuring the problem-free operation of the Pilsen Carsharing system.
- 3.5 Provider is responsible only for the deliberate breach of its obligations arising from these Terms of Business; however, it is not responsible for non-adherence to the Pilsen Carsharing rules by other Users of the system.

4 ENTRY INTO THE MASTER AGREEMENT

- 4.1 User proposes entering into a Master Agreement by completing and sending his/her information (email address, first and last name, address, telephone number, bank card number and information, PC number if applicable, photocopy of a valid driving licence) when registering in the App. This information is essential for the performance of the Master Agreement. For the purposes of the Terms of Business and the future contractual relationship, the data listed by User in the proposal to enter into a Master Agreement are considered accurate and complete.
- 4.2 Provider is entitled to request any additional documentation from User in order to assess User's capacity to enter into and duly perform the Master Agreement and associated contractual obligations. User is obliged to send such documentation digitally to Provider's contact email unless other arrangements are made.
- 4.3 The proposal to enter into a Master Agreement is made upon sending User's information through the App and subsequently verifying User's email address. The Master 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 Master Agreement is considered entered into the moment this confirmation email is delivered.
- 4.4 Provider is not obliged to enter into a Master Agreement, particularly with persons who had earlier been in gross breach of stipulations with Provider or for another reason do not meet Provider's requirements for entering into the Master Agreement.
- 4.5 By entering into the Master Agreement, User enters the Pilsen Carsharing system and is entitled to make Car reservations and use Cars under the conditions set out in these Terms of Business.



5 CAR RESERVATIONS – ENTRY INTO A CAR RENTAL AGREEMENT

- 5.1 If User intends to enter into a rental agreement to be able to use a Car, s/he must reserve the Car via his/her User Account in the App.
- 5.2 Without a proper Car reservation and automatic confirmation of the reservation by the App (Provider), Car cannot be used and User does not gain the right to use Car.
- 5.3 Car reservations must always contain the following:
- i. Identification of User;
 - ii. Specification of the Car to be rented;
 - iii. Statement of the period when the Car is to be provided, including the moment of receipt and return (reservation period).
- 5.4 By reserving a Car for a specific period, User acknowledges and undertakes that s/he will be obliged to pay rent pursuant to the Price List for this entire period. The minimum reservation period is one half (0.5) hour.
- 5.5 Upon confirmation of the Car reservation by Provider, a fixed-term Car rental agreement is entered into between Provider and User, i.e., for the entire reservation period listed in the Car reservation. Confirmation of the Car reservation is made via the App.
- 5.6 In justified cases, Provider reserves the right to cancel User's Car reservation, including but not limited to cases of technical problems, if the Car or Car's electronic system has broken down or is damaged, if the Car has been in a traffic accident, if another User has not returned the Car to the Parking Zone properly and on time, or in other justified cases (force majeure). In such case, Provider is not liable for any damage or injury to User.
- 5.7 Provider is also entitled to reject or cancel a User's Car reservation if User has an overdue rental bill (price for use of a Car), overdue contractual penalties and other fees, or if User has grossly breached the contractual terms stated in the Master Agreement or in these Terms of Business. If the reservation is cancelled by Provider, User does not pay the price for the period of use (rent).

6 CAR RESERVATION CANCELLATION OR CHANGE

- 6.1 User is entitled to cancel or change the reservation. A reservation change is considered a cancellation of an existing reservation and the creation of a new reservation.
- 6.2 User cancels or changes the reservation via their User Account. Reservations can be cancelled or changed no less than 24 hours before the start of the reservation period. If User cancels or changes the reservation less than 24 hours before the start of the reservation period, User is obliged to pay Provider a cancellation fee (contractual penalty) pursuant to the Price List.



- 6.3 A reservation change (or cancellation of an existing reservations and creation of a new reservation) to a different time period can be made through the User Account only if the Car is available in the time requested by User, i.e., if it has not already been reserved by another User.
- 6.4 The reservation period can be extended at any time before the start of the reservation or even during the reservation period, but only provided that the Car is still available for the requested (extended) reservation period, i.e., it has not already been reserved by another User. It is possible to see in the App whether the reservation can be extended.

7 CONTENT OF THE RENTAL AGREEMENT

- 7.1 Through the rental agreement, Provider conveys the Car to User for temporary use, whereby User undertakes to pay Provider a sum for the use of the Car (rent) in the amount listed in the Price List.
- 7.2 The Car may only be driven by the driver stipulated in the rental agreement, i.e., listed in the Car reservation.
- 7.3 User commits to ensure that all obligations that arise from the Master Agreement, from separate rental agreements, and from generally binding legal regulations are met in full on the part of the Driver. A breach of any obligation by the Driver with consequences towards Provider represents a breach of obligations by User. This does not affect the provisions of Section 2216 of the Civil Code.
- 7.4 User is not entitled to rent the Car out to another person.
- 7.5 User is not entitled to use the Car to operate a paid car transportation service.
- 7.6 User is entitled to transport other persons in the Car as part of the standard use of the Car.
- 7.7 The content of the rental agreement may be changed only with the consent of both contracting parties, including by changing the reservation via the User Account.
- 7.8 If User uses the Car in fact for a shorter period than the one stipulated in the reservation period, or if User in the end did not use the Car at all, this fact has no bearing on User's obligation to pay rent for the entire reservation period.
- 7.9 Additional rights and regulations of the contracting parties are defined in these Terms of Business.

8 RECEIPT OF THE CAR

- 8.1 The Car will be available to User in a specified Parking Zone. User can access the exact location of the Car in the App. If there are problems finding the Car, User may contact Provider via the Hotline and ask for assistance finding the Car.
- 8.2 To find the Car, User checks the car registration plate to verify whether it is truly the reserved Car. Before opening the Car, User is obliged to look over the outside of the car to identify any damage to the Car and is obliged to do the same inside the Car before starting the ignition. Before starting the ignition, User is obliged to document (photograph) all damage and send it to Provider via the form in the App, or to call the Hotline to report the damage.



- 8.3 If the Car is not roadworthy due to damage, or if there are any other doubts concerning the technical condition of the Car, User must not use the Car to drive and is required to contact Provider via the Hotline to report all the important facts.
- 8.4 If User breaches the obligation to check the Car pursuant to Section 8.2 and does not report any Car damage or other defects before starting to drive, s/he may be liable for damage to the car, even if s/he had not caused it while s/he was driving.
- 8.5 If the warning light in the Car is on before User starts to drive, s/he is obliged to contact Provider via the Hotline and then follow Provider's instructions.
- 8.6 By placing the PC against the PC Reader, Car automatically unlocks and is ready to drive. PC Reader is active from the moment the reservation starts. Until that time, Car is not accessible to User.
- 8.7 The keys to the Car are located in the glove box inside the car.
- 8.8 The "short" vehicle registration card, second part of the highway vignette, proof of Car insurance, and other documents needed to operate the car are also located in the Car glove box. The car comes equipped with the required equipment.
- 8.9 A CCS card is also located in the Car glove box. User can use the card to refuel the Car at Provider's expense. On taking receipt of the Car, User is obliged to check all the documents listed in section 8.8 and ensure that the CCS card is located in the Car glove box.
- 8.10 The period for using the Car starts at the reservation time entered by User in the reservation system, regardless of the time the Car was opened.

9 USE OF THE CAR

- 9.1 For the entire time User uses the Car, User is obliged to act with due care to ensure the Car is not damaged. User is entitled to use the Car only in accordance with the Car's purpose and regularly oversee that the Car remains in proper technical condition. If there are any defects or warning lights, User is obliged to immediately stop driving, park the car, contact the Hotline and then follow Provider's instructions. User will act likewise if s/he is a participant in a road accident.
- 9.2 Neither User nor Driver may drive the Car after consuming alcohol, under the influence of narcotic or psychotropic substances, medications or other drugs that may have influence their perception and ability to drive the Car.
- 9.3 User is entitled to use the Car solely for trips on paved public roads; s/he may not use the Car in competitions, races or similar events, nor use the Car for commercial purposes or to transport unusual cargo or objects that may damage or soil the Car.
- 9.4 User is entitled to also use the Car outside the Czech Republic, but only within the European Union.
- 9.5 Provider's manual on the use of the Car and Pilsen Carsharing electronic systems is located inside the glove box of the Car. User is obliged to follow the instructions in the manual.
- 9.6 The manufacturer's instructions on operating the Car are also located in the Car glove box. User is obliged to follow the instructions in the manual.



- 9.7 User is obliged to follow the general road traffic laws and follow other obligations stipulated in generally binding legal regulations, especially Act No. 361/2000, the Czech Traffic and Road Network Act, and city and town parking regulations.
- 9.8 Parking fees are to be borne exclusively by User, unless explicitly stated otherwise in these Terms of Business.
- 9.9 User is responsible for all traffic violations pursuant to the Czech Traffic and Road Network Act and other generally binding regulations. If Provider or Car operator receives a fine or otherwise faces public sanctions caused by User, User is obliged and undertakes to pay the fine/sanction in full. User will be informed of this fact by Provider.
- 9.10 User is obliged to keep the Car clean and tidy and to keep all the car's documents in their designated place in the Car glove box.
- 9.11 Smoking and/or handling fire or other hazardous substances in the car is prohibited. Animals may be transported in the Car only if they are kept in special animal carriers and provided that the Car will not get dirty.
- 9.12 If the car is soiled, User is obliged to clean the Car at his/her own expense before returning it. If User returns the Car dirty, s/he is obliged to pay Provider the cost for cleaning or removing the damage from the interior of the Car in full.
- 9.13 User is obliged to use Car personally. S/he may not lend the Car to a third person or let a third person use the Car. If this obligation is breached, s/he is liable to Provider for the damage as if s/he had driven the Car him/herself.
- 9.14 When parking for a short time and leaving the Car, User locks the Car only with the keys to the Car (not through the App, PC or IVR). Every time User temporarily leaves the Car, User is obliged to secure the Car against theft or damage.
- 9.15 User is obliged to check and maintain the fuel level so that when the Car is returned to the Parking Zone, the Car's fuel gauge level reaches at least one quarter of a tank.
- 9.16 Refuelling the Car using the CCS card is possible by using the PIN code on the CCS card, which is listed directly on the CCS card. User may only fill the Car with fuel pursuant to the Car manufacturer's instructions, which are located in the Car. User is obliged to become acquainted with and respect these instructions. If there are doubts regarding the type of fuel, User is obliged to contact Provider on the Hotline.
- 9.17 User is obliged to use CCS card solely to purchase fuel for the Car and must not give or otherwise provide the CCS card to a third party or use the CCS card to fill petrol into another car or canister. User acknowledges that abuse of the CCS card for refuelling a third party's car or an external canister can be detected by Provider from the Car's electronic system. If this obligation is breached, User is obliged to pay Provider a contractual penalty pursuant to the Price List for each individual case and in addition to the contractual penalty, s/he must reimburse Provider for all damage incurred.
- 9.18 User is obliged to report the loss of the CCS card to Provider immediately. If the CCS card is lost or damaged, User is obliged to pay Provider a fee pursuant to the Price List for issuing a new card.
- 9.19 User is prohibited from and must not in any way interfere with or dismantle the Car's electronic system (PC Reader or other technical devices enabling the operation of Pilsen Carsharing).



- 9.20 User is not entitled to make any changes or adjustments to the Car. If this obligation is breached, User is obliged to pay a contractual penalty pursuant to the Price List. Payment of the contractual penalty does not affect entitlement to damages.
- 9.21 User is obliged to enable Provider access to the Car during use to check the Car and see whether User is using the Car properly. If User does not cooperate with Provider to provide access to the Car, Provider is entitled in urgent cases to make the Car accessible for a check-up without User's assistance and knowledge, especially to prevent damage or if there is a threat of harm, improper parking, or a technical problem or damage to the Car.
- 9.22 Any servicing of the Car may only be performed by Provider, unless agreed to otherwise for an individual specific case.
- 9.23 If User breaches his/her obligations in connection with the use of the Car in any way and this stipulation of the General Terms, User is obliged to pay Provider for all damage caused by User's actions or neglect.
- 9.24 User acknowledges and consents that movement of the Car is regularly monitored by Provider via electronic systems.
- 9.25 User acknowledges and consents that the vehicle may be equipped with an alarm.

10 RETURN OF THE CAR

- 10.1 Before the end of the reservation period, User is obliged to return the Car in a due and timely manner to the proper Parking Zone, unless explicitly agreed to otherwise with Provider.
- 10.2 Before the end of the Car reservation, User is obliged to check the condition of the Car, document (photograph) any technical defects or damage and send this to Provider via the form in the App, or to call the Hotline to report the problems.
- 10.3 User is obliged to return the Car clean and with a sufficient quantity of fuel.
- 10.4 When terminating the rental period (reservation period), User locks the Car by placing the PC against the PC Reader, by terminating the reservation in the App, or by terminating the reservation through the IVR. When terminating the rental period, the Car is not locked with the Car keys. User must return all papers and documents to the Car glove box, including the CCS card. The car keys must be properly connected to the reader located in the Car glove box. Without this connection, the reservation cannot be terminated. By placing the PC against the PC Reader, terminating the reservation in the App, or terminating the reservation through the IVR, User expresses his/her will to no longer use the Car and this moment is considered the time the Car is returned.
- 10.5 User is obliged to remove all his/her things from the Car when terminating the use of the Car. Provider does not bear any responsibility if User's items left in the Car are lost or stolen.
- 10.6 If User will not be able to return the Car to the right Parking Zone on time during his/her reservation, s/he extends the current reservation in the App. If User cannot extend the current reservation because it overlaps with another User's reservation, User is obliged to immediately report this to the Hotline.



- 10.7 If User returns the Car to the proper Parking Zone late, i.e., after the end of the reservation period, User is obliged to pay Provider a fee pursuant to the Price List. Rent pursuant to the Price List continues to be charged to User for the duration of the delay and up until the moment the Car is returned.
- 10.8 If there is a delay returning the Car that is not properly excused or justified, Provider is entitled to arrange to access the Car and seize the Car from User.

11 PRICE TO USE THE CAR (RENT) AND PAYMENT CONDITIONS

- 11.1 The price to use the Car is paid pursuant to the currently valid Price List.
- 11.2 Rent is paid via the bank card entered by User when s/he registered to the Pilsen Carsharing scheme in the App.
- 11.3 When starting the Car reservation (at the time the reservation starts), User is billed the first part of the rental, which is based only on the hourly rate for the Car reservation according to the currently valid Price List. Upon starting the reservation, this price is automatically paid from User's payment card.
- 11.4 When terminating the Car reservation, the second part of rent is automatically paid from User's payment card, i.e., the price for the actual number of kilometres driven for the reservation pursuant to the currently valid Price List.
- 11.5 After ending the Car reservation, a simple receipt is issued to User. All receipts can be accessed in the App. Every month, an email with a monthly overview of payments is automatically sent to User.
- 11.6 After ending the Car reservation, a full receipt is issued to Users who have a Business Account.
- 11.7 User does not pay the fuel costs. User refuels the Car by using a CCS card, which is inside every Car.
- 11.8 If there is a delay paying the invoice, Provider is authorised to charge User a contractual penalty amounting to 0.05% of the due amount for each day of late payment in addition to statutory interest for late payment.
- 11.9 Provider reserves the right to offer a discount to Users who have a long-term public transportation pass for Pilsen (zone 001).
- 11.10 Credit system – Provider reserves the right to give Users credit that can only be used for Car reservations. The value of one credit is identical to the value of one Czech koruna. Credits can be granted for User's activities pursuant to the Price List or during Provider's marketing events. Credits cannot be transferred and cannot be sent from one User to another.
- 11.11 Expiration of credits – Provider reserves the right to take away credits from Users who breach their obligations arising from these Terms of Business or from the Master Agreement. In the event of long-term inactivity on the part of User, i.e., no reservations made and subsequent Car rides for a period exceeding 12 months, Provider reserves the right to rake away User's credits.



12 DAMAGE TO THE CAR, TRAFFIC ACCIDENTS

- 12.1 User assumes responsibility for all damage found on the Car after taking receipt of the Car, unless the damage has been identified by User and reported to Provider before starting to use the Car, i.e., before the ignition is started.
- 12.2 Provider is generally responsible for the technical condition of the Car; however, Users are obliged to provide Provider with all relevant information that has an impact on the condition of the Car in a due and timely manner so that Provider will be able to duly arrange for regular standard maintenance of the Car, service checks, technical inspections and repairs to the Cars and so that the cars will be roadworthy for Pilsen Carsharing. When using the Cars, Users are obliged to follow the obligations stipulated in generally binding legal regulations, especially in Act No. 361/2000, the Czech Traffic and Road Network Act, as amended.
- 12.3 Provider hereby represents and confirms that the Cars enrolled in Pilsen Carsharing are insured in the extent and under the conditions of mandatory liability insurance for damage caused by the operation of the Car. Proof of insurance is included in the Car equipment.
- 12.4 Moreover, Provider hereby represents and confirms that the Cars are also insured against damage as part of an accident insurance policy and against theft up to the amount of a deductible of CZK 5,000 or 5% of the damage incurred, according to the insurance company's conditions.
- 12.5 User is obliged to pay Provider for damage caused by User to the Car up to the amount of Provider's deductible for indemnification, if the insurance company provides this indemnification. The amount of User's liability is not limited in cases where the insurance company refuses indemnification due to the fault of User, particularly if these General Terms have been breached and/or if insurance does not apply for the damage. User is entitled to ask Provider to present the insurance terms and conditions for the Car or ask for information about the insurance.
- 12.6 In the event of any damage to the Car, User is obliged to immediately report this damage to Provider via the Hotline and follow Provider's instructions.
- 12.7 User is obliged to provide Provider and the insurance company with all assistance and cooperation required for the full investigation of the damage and associated with the settlement of the claim, including litigation if applicable, otherwise s/he is liable for the damage Provider incurs due to User's breach of this obligation.
- 12.8 In the event of a traffic accident, irrespective of whether User was or was not at fault, User is obliged to immediately call the Police of the Czech Republic, regardless of the scope of the damage to the Car, inform Provider of the accident via the Hotline, and then follow Provider's instructions. User is likewise required to act in accordance with the Czech Traffic and Road Network Act if there is a traffic accident.

13 QUALITY OF SERVICES IN THE PILSEN CARSHARING SYSTEM

User must lodge any complaints or claims against Pilsen Carsharing services in writing via the App or to Provider's contact email immediately after Provider has provided poor quality service or has issued an incorrect bill for services to User. If User incurs harm in connection with Provider's liability for defective performance pursuant to the rental agreement, unless such harm



was caused by Provider intentionally or due to gross neglect, the contracting parties have agreed that given the conditions under which Pilsen Carsharing operate and the conditions of the Master Agreement, compensation for such harm incurred by User will be limited so that the total damages, including lost profit, are limited to the amount User paid to rent Car pursuant to his/her reservation.

14 CONSEQUENCES OF BREACHING OBLIGATIONS AND TERMS OF BUSINESS

- 14.1 User is obliged to pay Provider the full damages caused to Provider due to a breach of the Master Agreement, these Terms of Business, and other related documents.
- 14.2 If Provider becomes eligible to receive from User a contractual penalty as stipulated in these Terms of Business and/or in the Master Agreement, payment of the contractual penalty does not affect Provider's right to compensation (damages) in an amount exceeding the stipulated contractual penalty.
- 14.3 User is obliged to pay a contractual penalty stipulated in the Master Agreement and/or in these Terms of Business regardless of fault.
- 14.4 Unless the due date of the contractual penalty, fee, or other payment pursuant to the Price List is explicitly stipulated in the Master Agreement or in these Terms of Business, the contractual penalty, fee, or other payment pursuant to the Price List is payable upon notice by Provider delivered to User's email address within 7 days of delivery of this notice.
- 14.5 In accordance with the Master Agreement, a significant breach of these Terms of Business is grounds to rescind the Master Agreement. The moment the rescission of the Master Agreement becomes effective, User loses the right to be a participant in the Pilsen Carsharing system and to enjoy short-term use of Cars. The rescission is effective upon delivery of the rescission to User; delivery of the rescission to User's email address is sufficient.

15 DURATION OF THE MASTER AGREEMENT

- 15.1 The Master Agreement goes into effect the moment it is executed, and it is entered into for an indefinite period.
- 15.2 Each of the contracting parties is entitled to rescind the Master Agreement at any time, without any advance notice and without stating the reason. The rescission goes into effect the moment the expression of will regarding the rescission is delivered to the other contracting party; however, User is obliged to settle all obligations towards Provider no later than by the day following the date the rescission goes into effect.
- 15.3 If User breaches any of his/her obligations arising from the Master Agreement or from separate rental agreements, or any obligations arising from generally binding legal regulations associated with these agreements, Provider may rescind the Master Agreement and separate rental agreements effective immediately, i.e., without notice. In such case the rescission is effective upon delivery of the rescission to User; delivery of the rescission to User's email address is sufficient.
- 15.4 Moreover, Provider is entitled to rescind the Master Agreement with immediate effect also in cases where:
 - i. Insolvency proceedings have been initiated against User;



- ii. Execution or enforcement of a judgement has been ordered against User;
 - iii. User provided untrue information in his/her communication with Provider.
- 15.5 Termination of the Master Agreement does not affect the validity of the separate rental agreements entered into while the Master Agreement was in effect.

16 PROTECTION OF PERSONAL DATA

- 16.1 For the purposes of performing the Master Agreement and separate rental agreements, Provider will process the personal data of User, if s/he is a natural person, and of the Car Drivers. Personal data will be processed in accordance with Regulation (EU) No 2016/679 of the European Parliament and of the Council 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 Data Protection Regulation), and the respective Czech transposition law on processing personal data (“Regulation” or “GDPR”).
- 16.2 Provider will process the following personal data of natural persons: first and last name, address, telephone number, email address, date of birth, copy of driving licence, data about their ride and the location of the Car, and sound recordings of telephone conversations with Provider, if applicable (hereinafter jointly “personal data”).
- 16.3 Because all the personal data hereinabove are essential for the performance of the Master Agreement and for the functioning of the Pilsen Carsharing system, the data subject’s consent with processing their information is not required in terms of Act 6 of the Regulation. If the processing of personal data would require the data subject to express consent with processing his/her personal data, Provider will request this consent.
- 16.4 Provider confirms that it takes care to fulfil the basic principles of lawfulness, fairness, transparency, purpose limitation, data minimisation, accuracy, storage limitation, integrity and confidentiality, and accountability of the personal data administrator. The rules for processing personal data are defined in Provider’s internal guidelines.
- 16.5 User is obliged to provide his/her personal data (in the User Account) accurately and truthfully, and must enter any changes to his/her personal data into the User Account without undue delay.
- 16.6 Provider may entrust a third party as a personal data processor who will be contractually bound to uphold strict rules so as to ensure the protection of personal data.
- 16.7 Personal data will be processed for the period absolutely essential, i.e., for the period the contractual relationship or other legal basis is in place. After losing the legal reason, the personal data will be destroyed or anonymised.
- 16.8 Personal data will be processed in digital form in an automated manner, or in printed form in a non-automated manner.
- 16.9 If User suspects that his/her personal data is not being handled in accordance with valid legislation, s/he has the right to bring this to the attention of Provider’s representative by emailing poverenec@pmdp.cz. If this does not correct the situation, User is entitled to submit a complaint to the supervisory authority, which is the Office for the Protection of Personal Data, registered address at Pplk. Sochora 27, postal code 170 00, Prague 7.



17 CHANGE OF TERMS OF BUSINESS

- 17.1 In accordance with the provisions of Act 1752 of the Civil Code, Provider is entitled to unilaterally change these Terms of Business as well as the Price List. Changes to the Terms of Business and/or Price List will be announced to Users via email sent to the address listed in the User Account and will be published on the website www.karkulka.pmdp.cz, always no less than 1 month before changes to the Terms of Business go into effect.
- 17.2 User may reject the change to the Terms of Business and rescind the Master Agreement within 2 months of publication of the changes to the Terms of Business, by written rescission without notice delivered to Provider, whereby User's rescission must be submitted no later than up until the date the changes go into effect.
- 17.3 If User does not rescind the Master Agreement in terms of the previous item, User is considered to have agreed with the changed Terms of Business and is bound to this change the moment they go into effect.
- 17.4 Upon User's expression of consent with the new version of the Terms of Business, the previous Terms of Business lose effect and the new version of the Terms of Business become an integral part of the Master Agreement.
- 17.5 The legal relationship between Provider and User in Car rentals is always governed by the Terms of Business applicable at the time the Car reservation was made. The same applies for the validity of the Price List.

18 SPECIAL PROVISIONS FOR CONSUMER AGREEMENTS

- 18.1 This article of the Terms of Business applies only for cases where User is a natural person – a consumer.
- 18.2 In accordance with the provisions of Section 1829(1) of the Civil Code, User is entitled to withdraw from the Master Agreement within fourteen (14) days of the date it was executed, unless s/he has already created a binding Car reservation in this period.
- 18.3 The Master Agreement and rental agreements are archived by Provider in digital form and are not accessible to the public.
- 18.4 User acknowledges and consents with the use of remote communications media to enter into the Master Agreement and rental agreements. The costs incurred by User in using remote communications media in connection with entering into the Master Agreement and rental agreements are to be paid by User.
- 18.5 If, in accordance with these Terms of Business, User duly lodges a complaint or claim against services provided by Provider, or if User demands corrective action from Provider and the dispute is not resolved through mutual consent, User has the right to contact the following subject competent to resolve out-of-court consumer disputes:
- 18.6 Czech Trade Inspection Authority, Central Inspectorate, ADR Department, Štěpánská 15, 120 00 Prague 2, www.coi.cz



19 CLOSING PROVISIONS

- 19.1 The Master Agreement, rental agreements, and these Terms of Business are governed by the legal code of the Czech Republic, including but not limited to the provisions of Section 1746(2) and Section 2321 et seq. of Act 89/2012, Commercial Code. The provisions of the Master Agreement and Terms of Business for Pilsen Carsharing that vary from the law have precedence over non-mandatory legal provisions.
- 19.2 User is not entitled to offset any of debts owed by Provider or any debts acquired from third parties on behalf of Provider.
- 19.3 By signing below (or consenting with the terms upon executing the Master Agreement via remote communication), User confirms that s/he consents with these Terms of Business, unless there is a later change to these Terms of Business that User accepted and subsequently approved.
- 19.4 If the relationship established by the Master Agreement or rental agreement contains an international (foreign) element, the parties agree that their relationship shall always be governed by Czech law.
- 19.5 If communications between Provider and User are to be in writing, electronic communication via email is considered sufficient, as is registered mail; however, this is considered delivered on the following workday unless earlier delivery can be proven.
- 19.6 If any provision of the Terms of Business is or becomes invalid or ineffective, a provision that is closest to the invalid provision is used in place of the invalid provision. The ineffectiveness or invalidity of one provision does not affect the validity of the other provisions.
- 19.7 If there is a conflict between the provisions of these Terms of Business and the Master Agreement or a rental agreement, the provision listed in the agreement applies, unless explicitly stated otherwise.
- 19.8 These Terms of Business are valid and effective from 1 September 2018.

