

## General Terms and Conditions of the CAR4WAY System

CAR4WAY a.s.

Company Registration No.: 25131401, registered office at: Chot'anky 166, 290 01 Chot'anky

a company entered in Section B, file 4741, the Commercial Register, at the Municipal Court in Prague (hereinafter "CAR4WAY a.s." or "the Provider")

issues these General Terms and Conditions of the CAR4WAY System applicable as at 1. October 2020

### 1. Introduction

- 1.1. These General Terms and Conditions of the CAR4WAY System (hereinafter referred to as the "General Terms and Conditions of the CAR4WAY System" or the "Terms and Conditions") regulate a detailed specification of mutual rights and obligations of the Provider and User in using the CAR4WAY System, especially the detailed conditions of renting the Car by the User. The General Terms and Conditions of the CAR4WAY System and the Master Contract form an integral part of the contractual relationship between the Provider and the User.

### 2. Definition of Basic Terms

- 2.1. The "User" refers to a person who entered into the Master Contract with the Provider, gave his/her consent to these and/or any subsequent General Terms and Conditions of the CAR4WAY System, and is entitled to use the CAR4WAY System.
- 2.2. The "Master Contract" refers to the Master Contract on the CAR4WAY System Membership made between the Provider and the User, which regulates the basic rights and obligations between the Provider of the CAR4WAY System and the User. By entering into this Master Contract and also accepting these General Terms and Conditions of the CAR4WAY System, the User becomes entitled to use the CAR4WAY System, which is provided by the Provider to the User. The Master Contract and these General Terms and Conditions of the CAR4WAY System and/or other related documents constitute mutual rights and obligations of the Provider and User.
- 2.3. The "CAR4WAY System" refers to the system of "car sharing" based on short-term renting of cars owned or operated by the Provider provided to members (users) of the CAR4WAY System by the Provider, using an automated electronic device and means of on-line electronic communication. The CAR4WAY System is defined as a set of mutual rights and obligations stated in the Master Contract, General Terms and Conditions of the CAR4WAY System and for the price stated in the Pricelist.
- 2.4. The "Pricelist" refers to the scale of prices and fees the User is obliged to pay to the Provider in connection with the use of the CAR4WAY System, especially the scale of prices for the rent of the Car (rental) and other fees. The Provider's Pricelist applicable at the time of commencing a reservation shall be binding upon the User at all times.
- 2.5. The "Car" refers to a passenger car owned or operated by the Provider and is part of the Provider's fleet included in the CAR4WAY System, and which is equipped with a specific electronic device enabling the operation of the CAR4WAY System. The List of Cars provided by the Provider for the CAR4WAY System is available to the User on the website of the Provider. The Cars are visibly marked with the CAR4WAY company logo. The electronic device enables the User to open the Car by means of the Smart Card or a smartphone or a specific payment card, provided that the system has been put into operation, and to send the data on the drive, position and other data concerning the condition of the Car to the Provider on a real-time basis by means of the GSM network, which are inevitable for the operation of the CAR4WAY System and for billing the prices and charges according to the Pricelist.
- 2.6. The "Smart Card" refers to an electronic device (card), which enables the User to unlock, use and lock the Car. The Smart Card is issued to the User upon the execution of the Master Contract. The Smart Card can be replaced or supplemented with other electronic means (a smartphone, payment card) if such a service is technically operated by the Provider.
- 2.7. The "User Account" refers to an electronic account opened for the User upon the registration on the Provider's website [www.car4way.cz](http://www.car4way.cz) (hereinafter the "Provider's website"), where the User logs in using his/her login and password. The User Account enables the User primarily to book the Car on-line. The User Account also contains the list of prices (rental) for the use (renting) of the Car and other fees or contractual penalties charged by the Provider to the User. The User Account also contains discounts or bonuses applicable to the User under the Master Contract, General Terms and Conditions of the CAR4WAY System or related contractual arrangements and/or according to the Pricelist.
- 2.8. The "Payment Card" refers to the User's payment card (MASTERCARD/VISA), which the User is obliged to match with his/her User Account. The User agrees that all the prices and fees under the Master Contract, these Terms and Conditions and Pricelist shall be paid by means of the Payment Card.
- 2.9. The "Smart Card Reader" refers to a specific electronic device located in the Car included by the Provider in the CAR4WAY System, which enables the User to unlock, use and lock the Car. The Smart Card Readers is located visibly behind the window of the Car included in the CAR4WAY System and is activated by placing the Smart Card.
- 2.10. "Contact Points" refer to the Provider's business premises, where the User can meet the Provider and/or its employees or authorised persons. The updated list of Contact Points is available on the Provider's website. The Provider's contact e-mail for communicating with customers (Users) is [info@car4way.cz](mailto:info@car4way.cz). The mailing address intended by the Provider solely for delivery of the User's postal items to the Provider is the registered office of CAR4WAY a.s.: Chot'anky 166, 290 01 Chot'anky.
- 2.11. The "Assistance Line" refers to the Provider's telephone number +420 601 311 011, which is intended for 24-hour communication between the User and the Provider's authorised persons in solving questions or other matters specified in these Terms and Conditions. User is informed by the Provider that calls on this Assistance Line are monitored and recorded by the Provider. The User acknowledges and agrees to this fact.

### 3. General Principles of Using the CAR4WAY System

- 3.1. All Users of the CAR4WAY System are obliged to use the CAR4WAY System with maximum respect to other Users, as only the maximum collaboration, observance of all rules of using the CAR4WAY System stated in the Master Contract and these General Terms and Conditions of the CAR4WAY System, especially the adherence to the time schedule of reservations, observance of the time of returning the Cars, and economical and safe use of the Cars enable the proper and trouble-free working of the CAR4WAY System.

3.2. The User acknowledges that the proper use of the CAR4WAY System is ensured, among other things, by the system of charges and contractual penalties, which primarily have a motivating character, however, they are required for ensuring the proper working of the CAR4WAY System. The User has become familiar with the charges and contractual penalties in detail, and, by signing or entering into the Master Contract on-line and giving consent to the General Terms and Conditions of the CAR4WAY System, he/she states he/she considers the charges and penalties to be reasonable.

#### 4. Locality

- 4.1. Each Car intended for the CAR4WAY System has been assigned by the Provider to a particular position (hereinafter the "Locality"), which refers to a part of the territory delimited by a town and/or town district, area or street, where it is placed by the Provider and where it may be collected by the User and then returned back by him/her (parked).
- 4.2. A particular Locality for each Car is determined by the Provider and available after logging in the User Account.
- 4.3. The "Free car sharing" locality refers to an area where the Locality is a greater unit (Town), within which the Car may be parked on a broadly delimited place. The fact whether the Car belongs to the Free car sharing locality is indicated upon signing in the User Account or the Application.

#### 5. Booking the Car, Cancellation and Change of a Reservation

- 5.1. The CAR4WAY System is based on the user reservation of the particular Car in the relevant Locality always for a specific period of time (Reservation time – see below). The Car may not be used and a car rental agreement is not made without proper reservation by the User and the acceptance of the reservation by the Provider. The Smart Card reader is activated in the Car on-line upon acceptance of a proper reservation of the Car by the Provider in the manner described below.
- 5.2. The User is entitled to book the Car not earlier than 60 minutes prior to the expected use of the Car in case of the Free car sharing locality. In other Localities, the Car may be booked 31 days prior to the expected commencement of the use of the Car (expected beginning of the drive). The Car may be booked not later than 2 minutes prior to the expected commencement of the use of the Car, however, only on condition that the requested Car is available in the relevant Locality. The availability of the Car is found via the User Account or the CAR4WAY application in a smartphone (hereinafter the "Application"). The User is obliged to book Cars conscientiously, as he/she acknowledges that by booking the Car, the Car will not be available in the CAR4WAY System for other users.
- 5.3. The User shall book the Car via the website (on-line) using his/her User Account or via the Application. Using the User Account or the Application, the User can find out which Locality the particular Car included in the CAR4WAY System is currently located in and when the Car will be available. The User can book the Car always for a particular period of time – hereinafter the "Reservation Time". The Reservation Time refers to the Car rental period. The maximum reservation time is 7 days, unless the Provider and the User has agreed on a longer Reservation Time. Regardless of the Reservation Time, the rental is charged as of the moment of unlocking the Car with the Smart Card or smartphone and is terminated upon logout using the Smart Card or smartphone (hereinafter the "Using Time"). The Using Time is counted in minutes.
- 5.4. The Minimum Reservation Time and/or Car rental period is limited to 30 minutes. If the User makes a reservation for more than 30 minutes, the minimum additional time unit of the Reservation Time is 15 minutes.
- 5.5. The Provider will confirm the reservation of the Car for the Reservation Time via the Application (without stating the Reservation Time) and by e-mail (stating the Reservation Time). By accepting the Reservation by the Provider, the Car rental agreement is made for the Reservation Time and may be cancelled or amended by the Provider or User only under the conditions specified below. The Reservation Time may be changed also prior to the lapse of the Reservation Time upon early termination of the reservation by placing the Smart Card onto the reader or via any other electronic system, if this service has been put into operation (by means of a smartphone or a selected payment card).
- 5.6. In justified cases, the Provider reserves the right not to accept the User's reservation of the Car and/or cancel it afterwards, especially for technical reasons, if the Car or its electronic system has broken down or has been damaged or in case of a car accident or if any other User has failed to return the Car to the Locality duly and in time or in other justified cases (e.g. force majeure). The Provider is entitled not to accept and/or cancel the Car reservation made by the User if the User has been in default of the payment of due rental (price for the use of the Car), outstanding contractual penalties and other charges, or if he/she has breached the contractual terms and conditions specified in the Master Contract or in these Terms and Conditions in a serious manner. If the Provider cancels the reservation, the User will pay the proportional part of the Price for the using time (rental) defined under Art. 6 of these Terms and Conditions.
- 5.7. The User is entitled to cancel or change the reservation. Cancellation or modification of the reservation is made by the User through the User Account or through the Application. Cancellation is possible no later than 15 minutes before the beginning of the Booking Period. In the case of the 2nd and each subsequent cancellation within 24 hours, the User is obliged to pay the Provider a fee in the amount specified in the Price List. Changes to the Reservation Period by the User may be made at any time during the Reservation Period and before its commencement. If the User does not pick up (unlock the Car using the Chip Card or smartphone) within 30 minutes from the beginning of the Reservation Period, the reservation of the Car shall automatically expire at the end of 30 minutes, unless the User changes or cancels the reservation within this period (30 minutes). The User will be informed of the automatic cancellation by SMS. In case of non-cancellation, the User is obliged to pay the Provider a fee in the amount specified in the Price List.
- 5.8. In justified cases, the Provider is entitled to release the User from the payment of the cancellation fee (contractual penalty) for the cancellation or change of the reservation pursuant to Art. 5.7. of these Terms and Conditions wholly or in part. The cancellation fee for the cancellation or change of the reservation will be charged to the User especially in cases of repeated changes or cancellation of reservations or in cases when the cancellation affects other users of the CAR4WAY System or in case of damage caused to the Provider.
- 5.9. A reservation may be changed (and/or the existing reservation may be cancelled and a new reservation made) to another period of time via the User Account only in the case that the Car is available at the time required by the User in the User Account and/or if it is not booked by another User. The Reservation Time may be changed also prior to the lapse of the Reservation Time upon early termination by placing the Smart Card onto the reader or via any other electronic system, if this service has been put into operation (by means of a smartphone or a selected payment card).
- 5.10. The Reservation Time may be extended at any time prior to the commencement of the Reservation Time or during the Reservation Time, however, only on condition that the Car is available for the requested (extended) Reservation Time and/or is not booked by another User. The reservation time may be extended via the User Account or the Application. In justified cases, the Reservation may be extended by phone via the Assistance Line.
- 5.11. If the Provider accepts the reservation of the Car and the reservation is not cancelled by the Provider pursuant to Art. 5.6. of these Terms and Conditions, the moment of acceptance of the reservation shall be deemed the execution of the Car rental agreement for the Reservation Time. In exceptional cases (in case of technical issues related to the selected Car), the Provider is entitled to provide the User with a different Car (alternative car). If a different

Car is provided, the User will be charged the price for the use (rent) of the Car according to the originally selected Car, unless the price of the alternative Car is lower.

5.12. The Car will be available to the User in a particular Locality. The exact position of the Car is shown in the application and sent to the User by the Provider usually 15 minutes prior to the commencement of the Reservation Time by e-mail. The e-mail message will contain the exact position of the Car according to the GPS system and the registration plate of the Car. In case of problems with finding the Car, the User may contact the Provider via the Assistance Line for the purposes of assistance in finding the Car.

## 6. Price for Using the Car (Rental)

6.1. The price for using (renting) the Car can have several components; particular components or their combination are stated in the Pricelist. If the price is determined for the duration of the use of the Car, it is determined for the Car using time (hereinafter the "Price for the Using Time"). If the price is determined for each kilometre driven, it is determined for the distance driven (hereinafter the "Price per Kilometre"). The price may also contain the price for some special services provided by the Provider, such as the price for parking in selected localities, which is paid by the Provider and always stated in the pricelist (e.g. the price for parking on an airport). Particular determination of the price is always included in the Pricelist for the relevant locality and may be modified by the system of discounts or bonuses (bonus packages) or their combination both for the Price for the Using Time and the Price per Kilometre. All prices include value added tax, unless otherwise explicitly stated below or in the Pricelist.

6.2. The price for the Using Time shall be charged by the Provider as follows:

- a) The price for the Using Time is always charged on the basis of the Using Time. The Using Time shall start as of the moment of unlocking the Car with the Smart Card or smartphone and is terminated upon logout using the Smart Card or smartphone. If the User does not use the Car at all, if he/she does not even unlock the Car, Art. 5.7. of these Terms and Conditions shall apply.
- b) If the selected Car is not available for technical reasons and any other Car is available (e.g. due to late return of the Car to the Locality by another User), or if the selected Car is available after the lapse of the commencement of the Reservation Time, the Price for the Using Time will be charged to the User as of the commencement of the actual use of the Car. The Using Time shall start as of the moment of unlocking the Car with the Smart Card or smartphone and is terminated upon logout using the Smart Card or smartphone.
- c) The User acknowledges that if he/she does not collect the Car in the Locality in the blue or purple zone (if he/she does not drive away) within ten minutes after the commencement of the Reservation Time and does not pay the parking fee (see Art. 12.3. of these Terms and Conditions), he/she is fully liable for any sanction for incorrect parking during the reservation (payment of charges and costs for towage, contractual penalties according to these Terms and Conditions, etc.)
- d) The Price for the Using Time is charged according to the Pricelist applicable at the time of unlocking the Car with the Smart Card or by means of a smartphone.
- e) The end of the use of the Car refers to logout by placing the Smart Card onto the reader or logout by means of a smartphone, even if the reservation has been made for a longer period of time.

6.3. Another component of the price is the price for each actually driven kilometre (hereinafter the "Price per kilometre"). The price per kilometre is stated in the Pricelist. The price per kilometre is charged according to the electronic system of the Car.

6.4. The User does not cover the fuel costs. The User fills the tank using a fuel card available in each Car with a spark ignition engine or compression ignition engine. In electric cars, a charging chip is available for recharging.

6.5. The total price for each individual use (partial rental) of the Car is charged to the User by the Provider automatically immediately after the end of the Using Time (after the logout with the Smart Card or smartphone). Or, during the use of the Car, after the sum of at least CZK 200 has been reached. After that, an invoice is generated automatically, which is due immediately, and the relevant amount is debited from the User's Payment Card.

6.6. The Provider is entitled to deduct the fees for the use of the Car either after the termination of the use of the Car, or, to deduct individual amounts during the Car Using Time.

6.7. In case of incorrect debiting of the funds from the Payment Card, the User is entitled to send a complaint to the info e-mail of the Provider. In the complaint, the User is obliged to state particular reasons for the complaint. The Provider shall handle the complaint within 30 days after the delivery thereof.

6.8. If the payment cannot be debited from the Payment Card, the User undertakes to pay the amount by noncash transfer to the Lessor's bank account on the basis of an invoice.

6.9. If the User is in default of the payment of the invoice, he/she is obliged to pay the Provider a late payment interest amounting to 0.1 % of the outstanding amount for each day of such default. In case of the Provider's second demand for payment of any outstanding receivables from the User, the User is obliged to pay the fee for the demand in the amount specified in the Pricelist.

6.10. The GTC or individual marketing actions of the Provider may provide the User with the possibility to use the CAR4WAY System on a pre-paid basis. These marketing promotions are published periodically on the Website or the Application. Likewise, the User has the possibility to conclude an individual Contract with the Provider, in which they can agree on terms and conditions different from these GTC and its annexes.

## 7. User's Obligations Before Driving

7.1. The User will find the Car according to the map in the application. In case of problems with finding the Car, the User may contact the Provider via the Assistance Line. If the User does not find the Car at all, he/she is obliged to contact the Assistance Line.

7.2.

- a) After searching for the Car, the User checks the registration number of the Car in order to verify whether it is the Car actually reserved. Before opening the Car, the User shall inspect the Car externally for any damage to the Car. The subject of the inspection is the damage inside and outside the Car, the disorder in the Car and the presence of the green card, the key to the Car, the registration certificate of the Car, the fuel card, the reserve, the mandatory equipment and, in the case of electric cars, the charging cable and the charging chip. The User is obliged to document (photograph) any damage, mess or missing documentation to the Car before the start of the journey. The User is also obliged to document (photograph) the proper technical condition of the Car from all four sides (i.e. front, back, left and right), which the User is obliged to upload to the Provider's application.
- b) In case the User is unable to create or save photos in the application, the User is obliged to send photos of a particular car to the Provider by e-mail and contact the Assistance Line, which must confirm their receipt and sufficiency.

- c) If the Car is not fit for use due to damage, the User may not use the Car for driving and is obliged to report the damage to the Provider via the Assistance Line, the App or e-mail. In case of any doubts about the technical fitness of the Car, the User may contact the Provider via the Assistance Line. If the User violates the obligation to check the Car before driving and fails to report any damages, he/she may be liable for damages to the Car.
- 7.3. By placing the Smart Card onto the Smart Card Reader, which is located under the front window of the Car, the Car will unlock automatically and will be ready for driving. The Smart Card Reader is active not earlier than 2 minutes prior to the commencement of the Reservation Time. Before that time, the Car is not available to the User. The Car may be opened also with a smartphone.
- 7.4. Car keys can be found in a compartment inside the Car.
- 7.5. The Car compartment contains also a fuel card or charging chip installed on the Car key, which is used for refuelling or recharging at the expense of the Provider. The User is obliged to check and keep the fuel volume or battery level so that the fuel volume or battery level at the time of returning the Car to the Locality is at least 25% of the tank capacity or battery of the Car. Refuelling by means of a fuel card can be done with the PIN code for the fuel card which is displayed in the Application. The User may refuel the Car only with fuels according to instructions issued by the Car manufacturer located in the Car. In case of doubts regarding the type of fuel, the User is obliged to contact the Provider by calling the Assistance Line. In case of incorrect refuelling, the User is liable for the damage caused to the Provider.
- 7.6. The User acknowledges that the Provider's vehicles are electrically-powered, or have a spark-ignition (petrol) engine or compression-ignition (diesel) engine, and that he/she can fill the tank only with standard Natural 95 petrol or standard diesel. If the standard Natural 95 or diesel are not available in a petrol station and the User must fill the tank with another type of fuel, the User is obliged to report this to the Provider via the Assistance Line. Otherwise, the User is obliged to pay a contractual penalty in the amount specified in the Pricelist and pay the difference between the price of the purchased fuel and the price of the standard Natural 95 petrol or diesel at the time of refuelling. Non-standard Natural 95 and diesel refers to any higher-octane and premium fuel.
- 7.7. The User acknowledges that he/she is allowed to refuel the Provider's vehicles only in approved petrol stations stated on the list delivered to the User always prior to the commencement of the reservation by SMS or listed in the Application; otherwise, the User shall pay a contractual penalty in the amount specified in the Pricelist.
- 7.8. In case of refuelling the Car up to the full level if the fuel level is lower than 25% of the tank, the User may receive a discount or bonus according to the Pricelist. Unless otherwise stated in the Pricelist (in case of bonus packages), in case of recharging an electric car, the User does not pay for the recharging time within the reservation time. After the 100% battery level has been reached, the reservation time is paid again.
- 7.9. The Car compartment contains operating instructions for the Car. In case of damage caused by the failure to meet the manufacturer's instructions, the User undertakes to pay damage incurred by the Provider.
- 7.10. The Car compartment contains also a MOT certificate, Car insurance certificate and other documents required for using the Car. The Car also has mandatory car equipment.
8. User's Obligations in Using the Car
- 8.1. The User is obliged to meet the following obligations in using the Car:
- a) The User is obliged to adhere to the traffic rules and meet other duties defined by generally binding regulations, especially Act No. 361/2000 Sb., on road traffic (the Road Traffic Act), and/or other generally binding legal regulations applicable in towns and villages concerning the car parking. The User is liable for any driving offences according to the Road Traffic Act or other generally binding regulations. If an administrative authority imposes a penalty, charge or any other sanction on the Provider as the operator of the Car for the period of time when the Car was used by the User, the User undertakes to pay the penalty/charge/any other sanction always to the Provider and pay the administrative fee to the Provider for handling the penalty in the amount specified in the Pricelist.
- b) The Lessee is obliged to avoid damage to the Car and is obliged to adhere to the manufacturer's instructions on using the Car and other instructions of the Provider stated in the manual containing instructions on using the Car.
- c) In case of temporary parking, when leaving the Car, the User locks the Car only with the Car keys or with a smartphone, if such a service has been put into operation by the Provider (not with the Smart Card). In case of each parking or temporary leaving of the Car, the Lessee is obliged to secure the Car against theft or damage.
- d) The User is obliged to keep the Car clean and tidy and keep all documents in a designated place in the Car compartment. The User must not smoke in the Car (or enable other passengers to smoke) or use fire or other hazardous substances in the Car. If the Car has been soiled, the User is obliged to clean the Car at his/her expense before returning it. If the User returns a dirty Car, he/she is obliged to pay the fee to the Provider amounting stated in the Pricelist for cleaning the Car. Damages exceeding the costs of cleaning or removing the damage of the Car interior shall not be affected thereby.
- e) The User is obliged to care for the Car in a reasonable manner, especially to check the tyre pressure level, fluids level and check the alarm systems in the Car when on long journeys. If the Car is not roadworthy (breakdown or incident), the User is obliged to interrupt driving, park the Car and report the technical fault of the Car to the Provider via the Assistance Line, and to follow the Provider's instructions, otherwise he/she will be liable for the damage incurred by the Provider. The Provider's instructions may also mean the active cooperation of the User until the situation is completely resolved (contact with the Assistance line, waiting for the arrival of the towing service and personal participation in handing over the broken down Car to the towing service, etc.)
- f) The User is obliged to use the Car in person, must not lend or lease or sublease the Car or leave it for any gratuitous use of any third person or enable another person to drive the Car. If the User breaches this obligation, he/she shall pay a contractual penalty amounting stated in the Pricelist to the Provider.
- g) The User is entitled to use (book) only one Car during the same Reservation Time, and is thus not entitled to use two or more Cars during the same Reservation Time (especially in favour of another person). If the User breaches this obligation, he/she shall pay a contractual penalty amounting stated in the Pricelist to the Provider for each individual breach of the obligation.
- h) The User is obliged to use the fuel card solely for buying fuel for the Car, and must not hand over or provide the fuel card to any third person or use the fuel card for buying fuel for another car. The User acknowledges that any misuse of the fuel card for filling the tank of any third person can be detected by the Provider according to the electronic system installed in the Car. If the User breaches this obligation, he/she shall pay a contractual penalty amounting stated in the Pricelist to the Provider, and any other damages incurred in addition to the contractual penalty. Any

loss of the fuel card must be reported to the Provider without delay. In case of the loss or damage of the fuel card, the User is obliged to pay a fee amounting stated in the Pricelist to the Provider for the issuance of a new card.

- i) The User is obliged to use the charging chip solely for recharging the Provider's electric car and must not hand over the charging chip or provide it to any third person or use the chip for recharging any other electric vehicle. The User acknowledges that any misuse of the chip for recharging an electric car of any third person can be detected by the Provider according to the electronic system installed in the Car. If the User breaches this obligation, he/she shall pay a contractual penalty amounting stated in the Pricelist to the Provider, and any other damages incurred in addition to the contractual penalty. Any loss of the charging chip must be reported to the Provider without delay. In case of the loss or damage of the charging chip, the User is obliged to pay a fee amounting stated in the Pricelist to the Provider for the issuance of a charging chip.
- j) The User must not study or intervene in the electronic system of the Car (Smart Card reader or any other technical device enabling to use the CAR4WAY System) in any way. The User is not entitled to make any changes or modifications in the Car. If the User breaches this obligation, he/she shall pay a contractual penalty amounting to CZK 50,000 to the Provider. The right to damages shall be not affected by the payment of the contractual penalty.
- k) The User is entitled to use the Car solely for driving on public paved roads; he/she must not use the Car for competitions, races or similar events, or for commercial purposes or for the transportation of non-standard loads or items, which could damage or soil the Car.
- l) The User is not entitled to and must not use the Car for journeys outside the territory of the Czech Republic. In case of travelling outside the territory of the Czech Republic without prior written consent of the Provider, the User is obliged to pay the Provider a contractual penalty amounting stated in the Pricelist for each commenced day of driving outside the territory of the Czech Republic. The Provider's right to damages shall not be affected by the payment of the contractual penalty.
- m) The User must not transfer animals in the Car unless they are transferred in closed cages and/or if they could dirty the Car. If the User breaches this duty and returns the Car soiled by the animal, he/she is obliged to pay the fee to the Provider amounting stated in the Pricelist for cleaning the Car.
- n) The User must not drive the Car under the influence of alcohol, narcotics or psychotropic drugs, medication or other substances that could affect the perception and fitness for driving the Car.
- o) The User is obliged to enable the Provider to access the Car during the use in order to check the Car and whether it is used by the User properly. If the User fails to provide assistance in enabling the Provider to access the Car, the Provider is entitled to access the Car in case of emergency in order to check it without the User's assistance and knowledge, especially in case of preventing the damage or imminent damage, incorrect parking or technical fault or damage of the Car.
- p) In case of any service intervention (trip) by the Provider due to incorrect use of the technical system of the Car or any other unauthorised use of the Car, the User is obliged to pay the Provider for the Provider's service trip amounting to the fee per kilometre according to the pricelist from the Provider's registered office to the position of the Car and back to the Provider's registered office.
- q) In using the Car (during the Reservation Time), the User must not park the Car on places with no access to the GSM network. (The GSM network is not available especially on lower floors of underground garages; the GSM network is usually available on higher floors).
- r) At the end of using the Car (upon logout with the Smart Card or smartphone), the User must not park the Car in the following places:
  - (i) places with unavailable GPS signal and unavailable GSM network. (The GPS signal and GSM network are unavailable especially in underground garages, even on higher floors, where the GSM network could be available, but there is no GPS signal);
  - (ii) on private land;
  - (iii) on paid car parks;
  - (iv) which are not open 24/7.

## 9. User's Obligations in Returning the Car

- 9.1. Early and proper returning of the Car is particularly important for due operation of the CAR4WAY System. Therefore, the User is obliged to adjust driving and act so that he/she is able to return (park) the Car in the Locality in time at the end of the Reservation Time.
- 9.2.
  - a) The User is obliged to check the condition of the Car before locking the Car and is obliged to document (photograph) any technical defects or damages. The User is also obliged to document (photograph) the proper technical condition of the Car from all four sides (i.e. front, back, left and right), which the User is obliged to upload to the Provider's application.
  - b) In case the User is unable to create or save photos in the application, the User is obliged to send photos of a specific car to the Provider by e-mail and contact the Assistance Line, which must confirm their receipt and sufficiency.
- 9.3. At the end of the rental period (the Reservation Time), the User shall lock the Car by placing the Smart Card onto the Smart Card Reader or using a smartphone. At the end of the rental period, the Car must not be locked with the Car keys. The User is obliged to return the Car keys including the fuel card or charging chip and other documents back to the Car compartment. By placing the Smart Card onto the Reader (or by logout by means of a smartphone), the User expresses his/her will not to use the Car any more, and this moment is deemed the time of returning the Car (hereinafter the "Time of Returning the Car").
- 9.4. In case of each parking, the User is obliged to secure the Car against theft or damage. He/she is obliged to check whether the doors, windows and boor have been closed.
- 9.5. The User is obliged to make sure after logout, using the Application or placing the Smart Card on the Card Reader, that the Reservation has been switched to the "Finished" or "Closed" mode. In case of any problems with terminating the Reservation, the User is obliged to contact the Provider's customer line.
- 9.6. At the end of the rental period, the User is obliged to take all of his/her belongings from the Car and is not entitled to leave the belongings in the Car. In case of the loss or destruction of the User's belongings left in the Car, the Provider shall not be responsible for any damage or loss or destruction of the User's belongings.
- 9.7. If the User parks the Car groundlessly outside the Locality, he/she is obliged to pay the Provider the contractual penalty in the amount specified in the Pricelist and the fee for moving the Car to the Locality in the amount specified in the Pricelist for each kilometre from the Provider's branch to the place where the Car is parked and from the place where the Car is parked to the Provider's branch.

- 9.8. If the Car has been towed due to incorrect parking or any other breach of the traffic rules or in case of a car accident caused by the User, the User is obligated to pay the Provider the contractual penalty in the amount specified in the Pricelist and the fee for moving the Car to the Locality in the amount specified in the Pricelist for each kilometre from the Provider's branch to the place where the Car has been towed to and from the place where the Car has been towed to the Locality or a service garage. The Provider's right to damages to the extent exceeding the agreed contractual penalty shall not be affected by the payment of the contractual penalty.
- 9.9. The User is obliged to return the Car to the Locality clean and tidy and leave the Car keys, fuel card or charging chip and other Car-related documents in the Car. The User is obliged to park the Car only in places permitted by legal regulations. Within the Locality, the User is allowed to park in blue and purple zones free of charge. In case of the loss, theft or damage of the Car documents, the User is obliged to pay the Provider the contractual penalty according to the Pricelist for each lost or damaged document. In case of the loss, theft or damage of the Car keys, the User is obliged to pay the Provider the contractual penalty according to the Pricelist.
- 9.10. If there is a temporary future no-stopping sign or time-limited free parking in the parking place, the User is obliged to park the Car in the place with no such a sign or limitation. Otherwise, the User assumes liability for any costs connected with such future incorrect parking.
10. Damage to the Car, Road Accidents
- 10.1. The Provider shall arrange the insurance of the Car to the extent and under the conditions of statutory insurance of liability for damage caused by the operation of the Car ("compulsory third-party insurance"). The proof of insurance is included in the Car's equipment.
- 10.2. The Provider shall also arrange the insurance of liability for damage within car insurance and the theft insurance up to the amount of deductible according to the Pricelist.
- 10.3. The User is obliged to pay the Provider for damage to the Car caused by the User up to the amount of the Provider's deductible provided that the insurance company pays out such indemnity. The amount of the User's liability is not limited in cases when the insurance company refuses to pay out indemnity as a result of the User's fault, especially if the User has breached these Terms and Conditions and/or if damage caused is not covered by the insurance. The User is entitled to ask the Provider to submit the Car insurance policy at any time or ask for information about the insurance.
- 10.4. In case of any damage to the Car, the User is obliged to report such damage to the Provider via the application, Assistance Line or info e-mail, and follow the Provider's instructions. The User is obliged to provide the Provider and its insurer with any and all help and assistance required for full examination of the insurance event and connected with its adjustment and/or related court proceedings, otherwise he/she shall be liable for damage incurred by the Provider as a result of the breach of this User's obligation. The User is also obliged to pay the Provider a fee according to the Pricelist for the settlement of the insurance event caused by the User.
- 10.5. In case of a road accident regardless of the fact whether the User has caused it or not, the User is obliged to inform the Provider of the road accident immediately by calling the Assistance Line, and follow the Provider's instructions. In case of a road accident, the User is obliged to report the road accident also to the Czech Police and to draw up a record of the road accident with the other person involved in the accident, if necessary, and to submit it to the Provider immediately. The record of the road accident must contain the identification of the place and time of the road accident, persons involved in the accident and vehicles, its cause, course and consequences, and other elements required by law. In cases when the User is obliged to report a road accident to the Czech Police pursuant to the Road Traffic Act, i.e. especially if a person has been killed or injured, or material damage to any of the vehicles involved in the accident including transported things exceeding CZK 100,000 has been caused, or any part of or appurtenance to the road has been damaged or destroyed, or material damage to third-party property, except for damage to the vehicle, whose driver has been involved in the accident, or damage to a thing transported in that vehicle has been caused, the User is obliged to report the road accident to the Czech Police without delay.
- 10.6. In case of a road accident or insurance event caused by the User, if the Car is not roadworthy anymore, the User is obliged to pay the Provider a fee for the towage of the Car amounting to the pricelist, fee for the towage and price per kilometre according to the Pricelist from the place where the Car has been parked (place of the road accident) to the Provider's service garage (there and back).
11. Common Provisions Concerning Damages, Charges and Contractual Penalties, Consequences of Breaching the Terms and Conditions
- 11.1. The User is obliged to match a valid Payment Card enabling on-line payments with the User Account, and to keep the balance of the Payment Card and/or the associated bank account so that he/she is able to make all payments according to the Pricelist and the Terms and Conditions. If an amount cannot be debited from the Payment Card, the User undertakes to make the payment within 24 hours by noncash transfer to the Provider's account, and is also obliged to remove the obstacle that prevented the payment. If the payment is not debited from the Payment Card, the car sharing services shall be disabled until remedial measures have been taken. If no remedial measures have been taken within 7 days, the Provider is entitled to terminate the Master Contract.
- 11.2. The User is obliged to pay the Provider the damage incurred by the Provider as a result of breaching the Master Contract, these Terms and Conditions and/or other related documents up to the total amount of damage, unless the amount of damages is limited under these Terms and Conditions.
- 11.3. If the Provider or User becomes entitled to receive the contractual penalty agreed in these Terms and Conditions and/or the Master Contract, the Provider's right to damages to the extent exceeding the agreed contractual penalty shall not be affected by the payment of the contractual penalty. The User is obliged to pay the contractual penalty agreed in the Master Contract and/or General Terms and Conditions of the CAR4WAY System even though he/she has not caused the breach of the obligations specified in the Master Contract and/or General Terms and Conditions of the CAR4WAY System.
- 11.4. In substantiated cases, the Provider is entitled not to request the contractual penalty from the User, or to request a reduced contractual penalty taking into account all the circumstances, the amount of damage incurred and the character of the obligation breached, for which the contractual penalty has been imposed. However, the User is not entitled to demand any reduction of the contractual penalty.
- 11.5. Unless the due date of the contractual penalty, charge or any other payment according to the Pricelist is explicitly stated in the Master Contract or these Terms and Conditions, the contractual penalty, charge or any other payment according to the Pricelist shall be payable upon the Provider's request delivered to the User's e-mail address within the period of time specified in the request.
- 11.6. In accordance with the Master Contract, a material breach of these Terms and Conditions shall be a reason for the termination of the Master Contract. The Provider may terminate the Master Contract also in the case that the User has breached good morals or public order. As of the effective date of the notice of termination of the Master Contract, the User's right to use the CAR4WAY System and/or the possibility to use the short-term renting of the Car in the manner specified in the Master Contract or these Terms and Conditions shall expire. The termination shall be effective upon delivery of the notice of termination to the User; delivery of the notice to the User's e-mail address shall be sufficient.

## 12. Provider's Obligations

- 12.1. The Provider is obliged to carry out all routine maintenance of the Cars, service check-ups, technical check-ups and repairs of the Cars provided by the Provider in the CAR4WAY System at its expense, unless otherwise stated in these Terms and Conditions (repairs of damage caused by the User).
- 12.2. The Provider shall bear any and all costs of the insurance of cars (payment of premiums) provided by the Provider in the CAR4WAY System.
- 12.3. If the Locality is in the parking zone, the Provider shall bear the costs of parking the Cars in the paid parking zone only off the Reservation Time. If the Car is booked (within the Reservation Time), the User shall bear all costs of parking, especially in all parking zones. The User is entitled to park in paid parking zones (blue and purple) free of charge only if he/she has been logged out, i.e. off the Reservation Time by means of the termination of the reservation according to Art. 6.2.e of these Terms and Conditions. In case of any subsequent use of the Car, the User must make a new reservation of the Car.

## 13. Final Provisions

- 13.1. The Master Contract and these Terms and Conditions shall be governed by the legal order of the Czech Republic, especially Section 1746(2) and Section 2321 et seq. of Act No. 89/2012 Sb., the Civil Code. Provisions of the Master Contract or General Terms and Conditions of the CAR4WAY System that vary from the legislation shall prevail over the directory provisions of the law.
- 13.2. The Provider is entitled to amend the General Terms and Conditions of the CAR4WAY System unilaterally. The User will be notified of any amendment to the General Terms and Conditions of the CAR4WAY System by e-mail and through the User Account, at least within one month prior to the effective date of such amendment. If the User disagrees with any change in the General Terms and Conditions of the CAR4WAY System, the User is entitled to terminate the Master Contract in writing, subject to a period of notice of one month after the delivery of the written notice of termination to the Provider, which must be submitted by the effective date of the change (i.e. within 1 month after the notification of the change in the General Terms and Conditions of the CAR4WAY System). During the period of notice, the legal relationship will be governed by the General Terms and Conditions of the CAR4WAY System in the wording applicable prior to amendment thereof. If the User does not submit a written notice of termination on the grounds of any change in the General Terms and Conditions of the CAR4WAY System before the effective date of the change, the User is deemed to have approved the change in the General Terms and Conditions of the CAR4WAY System.
- 13.3. The legal relationship between the Provider and User within the Car rental will always be governed by the General Terms and Conditions applicable as at the date of booking the Car and the Pricelist applicable at the moment of placing the Smart Card onto the reader in the Car or unlocking the Car by means of a smartphone, if such a service has been established.
- 13.4. The User is not entitled to set off any of his/her claims against the Provider or any claim against the Provider acquired from a third party.
- 13.5. By giving consent at the time of making the Master Contract by remote communication, the User confirms he/she became acquainted and fully agrees with these Terms and Conditions; this does not apply to any later amendment to these Terms and Conditions made pursuant to Art. 13.2. hereof, which he/she accepted in the manner specified therein.

CAR4WAY a.s.