

## GENERAL TERMS AND CONDITIONS OF CARFREE SP. Z O.O. CAR RENTAL (Regulations)

### GENERAL PROVISIONS

1. The General Terms and Conditions define the detailed terms and conditions of the car rental agreements concluded by CarFree sp. z o.o. [limited liability company] with its registered office in Warsaw (address: ul. Cybernetyki 5, 02-677 Warszawa), entered in the Register of Entrepreneurs of the National Court Register under KRS [National Court Register] No.: 0000556022, NIP [Tax ID] No.: 5213695626, REGON [National Business Registry Number] No.: 36138861600000, telephone No.: +48 794500550, e-mail address: (rezerwacje@carfree.pl) as part of Car Rental and by any means. The Regulations shall apply to all Vehicle Rental Agreements (hereinafter referred to as the "Agreement") unless the Agreement itself provides otherwise. In the event of a contradiction between the vehicle rental agreement and the provisions of the General Terms and Conditions, the parties shall be bound by the agreement.
2. The Regulations apply to all the aforementioned rental agreements entered into from 08.08.2024.
3. The Rentee of the car and the person entitled to drive may be:
  - a) A natural person who meets all of the following conditions:
    - Is over 21 years of age.
    - Has a valid identity card/passport and a driving licence which has been valid for at least one year and which honoured on the territory of the Republic of Poland (and in the case of a citizen of a country belonging to the European Union - a document confirming identity in accordance with the national law applicable to the place of residence of the Rentee, in the case of other foreigners - a valid passport). An extract can be made of these documents, which will be stored in the CarFree Sp. z o.o. database.
    - Provides the Renter with a physical payment/credit/debit card issued in his name, except AMERICAN EXPRESS.
    - Is registered in the CEIDG [Central Registration and Information on Business] or other register - if it enters the rental agreement as part of its conducted business.
  - b) A legal person (or an organisational unit referred to in Article 33<sup>1</sup> of the Polish Civil Code) whose representative enters the rental agreement on behalf of that person:
    - Provides information corresponding to the extract from the Register of Entrepreneurs valid as at the date of conclusion of the agreement and other proof of his/her authorisation to enter into the rental agreement (e.g. power of attorney) if such authorisation does not result from the extract from the National Court Register.
    - Provides a valid identity card/passport, driving licence and other proof of his/her authority to enter into the vehicle rental agreement.

*The requirements indicated in this point shall apply for the entire rental period. In the event of discovering a violation by the Rentee or a person entered in the rental agreement as an "additional driver" of the aforementioned requirements, the Renter may terminate the rental without observing the notice period. The Renter is entitled to verify the presented documents by means of available registers (National Court Register, Central Registration and Information on Business), and in the event of discrepancies may refuse to conclude the agreement.*

4. The car may only be driven by a person (meeting the requirements set out in point 3 of the General Terms and Conditions) listed in the rental agreement under the heading "RENTREE" or - with the Renter's consent - by a person entered in the agreement as an "ADDITIONAL DRIVER".
5. In the event that the Rentee revokes the authorisation of the person authorised to drive the vehicle, the Rentee is obliged to immediately inform the Renter of this change. In the event of failure to immediately inform the Renter, the Rentee shall be obliged to compensate the damage suffered by the Renter due to the lack of knowledge of the aforementioned revocation of authorisation.
6. The Rentee is obliged to ensure that the provisions of the General Terms and Conditions or rental agreement concerning the Rentee's obligations and rules of conduct in the event of an accident or breakdown of the car are also observed by persons to whom the Rentee delegated the driving of the car, and to inform each time the person driving the car with the obligations connected with the operation of the car. Failure to comply with the above obligation will result in the Renter's obligation to redress the damage.
7. The rental period shall commence from the date specified in the rental agreement or from the date of handover of the vehicle as indicated in the Car Handover Protocol, whichever is the earlier, unless the parties agree otherwise.
8. At the conclusion of the rental agreement - if the agreement is to be concluded by an entrepreneur as part of the business activity (for a company) - the Rentee is obliged to provide details of the company and present an appropriate authorisation, which also includes details of the person concluding the agreement. In this case, the company details must appear on the agreement in the "Rentee" box. The Renter has the right to verify this data by any means, including photocopying an identity card.
9. The Rentee assumes full responsibility for the rented car, including for the acts and omissions of the User and Passengers until the car is collected by the Renter, on the basis of an acceptance protocol signed by both Parties.

### RESERVATION OF A CAR AND CONCLUSION OF THE AGREEMENT

10. The Rentee reserves the car using the form available on the website: [www.carfree.pl](http://www.carfree.pl), by contacting the helpline on +48 794500550 or at one of the offices.
11. Once a booking has been made via the online form or by contacting the helpline, the Rentee, after meeting the conditions stipulated in point 12, will receive a confirmation of the booking via the email address provided.
12. The Renter's prerequisites for entering into a rental agreement are:
  - a) Positive verification of the Rentee's details,

- b) Acceptance by the Rentee of the current Terms and Conditions available at: [www.carfree.pl](http://www.carfree.pl),
- c) Meeting the conditions stipulated in point 3.
- d) Provision of payment/debit/credit card details and paying the Reservation Fee (deposit), and in the case of payment by transfer, crediting the amount of the Reservation Fee to the Renter's account
- e) In the case of making a reservation with the option of payment on delivery of the vehicle, confirmation of the reservation and conclusion of the contract may depend on paying a deposit in the amount indicated by the Renter.
- f) In the case of reservations made through an intermediary, a voucher must be presented and made available to a CarFree Sp. z o.o. employee for scanning or a scan must be sent to an email address provided by a CarFree Sp. z o.o. employee at the time of car collection.  
The Renter may refuse to conclude the contract without giving any reason.
13. The rental agreement is concluded by its signing by the Rentee and the representative of the Renter on the terms and conditions from the reservation, confirmed by the Rentee, which does not prejudice points 18 and 19. In the event of a refusal or inability to sign the protocol by the Rentee, the technical condition of the Vehicle shall be deemed to be in accordance with that described by the Renter. In the event of the conclusion of a rental agreement by more than one Rentee, their liability shall be joint and several, while the field "Rentee" must contain the details of All Rentees.
14. The Renter, after concluding the Agreement with the simultaneous fulfilment of the conditions set out in points 3 and 28, hands over the vehicle to the Rentee for use for the period specified in the Agreement.
15. At the handover of the vehicle, a Car Handover Protocol shall be drawn up as an appendix to the Agreement, which shall specify the condition of the Vehicle at the time of handing it over to the Rentee for use.
16. The Rentee is obliged to familiarise himself in detail with the actual as well as the technical condition of the rented Vehicle. Any objections concerning its condition should be reported to the Renter at the moment of handing over the Vehicle to the Rentee and recorded on the Car Handover Protocol. If the Rentee does not raise any objections referred to in the previous sentence, the state of the Vehicle resulting from the Car Handover Protocol is accepted.
17. When concluding the rental agreement, in the case of certain groups of customers and vehicles, a pre-authorisation may be made on the Rentee's payment card. The amount of the deposit shall be decided by the Renter, with the deposit being collected within the range from PLN 500.00 to PLN 4000.00 depending on the class of the car. The deposit paid by the Rentee secures the Renter's claims on account of debts or damage that may arise during the Rentee's use of the vehicle. The Rentee is obliged to fill in the deposit form and provide all the data required therein, including in particular the card number with the expiry date. If the Rentee refuses to pay the deposit or does not have the funds to pay it, an employee of CarFree Sp. z o.o. has the right not to release the car, this also applies to reservations made by an intermediary. The Renter is entitled to charge the Rentee with the unpaid but due amounts resulting from the rental agreement and the Regulations. The release of the pre-authorisation shall take place within a period resulting from the procedures of the bank issuing the card. In the event of a pre-authorisation blockade lasting longer than 14 days, the Renter recommends that the Rentee contacts the bank. The release of the pre-authorisation does not imply a waiver of the Renter's claims against the Rentee. In special cases, payment of the deposit may be made by transferring funds to the Renter's bank account.
18. If it is not possible to deliver a car in accordance with the confirmed reservation, the Renter has the right to rent a car of the same or higher class to the Rentee, using the rate from the reservation. Such a change does not constitute a non-performance or improper performance of the rental agreement.
19. Cancellation of a reservation 24 hours prior to the time the car is to be handed over will result in a refund of the paid reservation. In other cases, there will be no refund of the paid reservation. Refunds will be made within 14 working days to the bank account from which the reservation was paid.
20. In the event that the car is damaged, the Rentee is late or any other charges are incurred, CarFree Sp. z o.o. is entitled to collect the appropriate amount from the deposit paid. The Rentee, by signing the General Terms and Conditions and the Price List (which form an integral part of the rental agreement) as well as by providing his/her payment card data, agrees to complete the pre-authorisation in the event of the above-mentioned circumstances. The lack of the Rentee's signature under the car handover protocol does not cause the Renter to lose the right to collect the designated amount included in the Price List from the then collected pre-authorisation. The above also applies to reservations made through an intermediary.

### VEHICLE USE RULES

21. The Renter is obliged to hand over to the Rentee a vehicle free of defects affecting the usability of the vehicle. The Renter is not responsible for any mechanical damage to the elements of the vehicle, caused during the use of the vehicle by the Rentee in case of using the vehicle against its intended use.
22. When using the car, the Rentee or any person driving the vehicle shall:
  - a) Carry valid documents required by the traffic control services,
  - b) Secure the car and its equipment against theft, including in particular the correct locking of the car, securing the keys, registration card, remote control (each time the vehicle is left),
  - c) Carry out, at his own expense and effort, the daily maintenance of the vehicle (checking and topping up of engine oil, coolant, brake fluid, windscreen washer fluid, checking of tyre pressure and condition, operation of signal lights, high beams and low beams, possible replacement of bulbs),
  - d) Use the type of fuel in the vehicle in accordance with the engine specifications shown on the registration certificate and in the technical documentation of the vehicle,
  - e) Maintain the vehicle in a reasonably clean condition - including, in particular, when transporting dirt agents with a strong odour.

23. Travelling outside the borders of Poland to other EU countries is permissible on condition that the Renter gives his prior consent, enters the country of destination in the agreement and pays the appropriate fee in accordance with the Price List. It is forbidden to move the vehicle outside the EU countries. In the case of departure without the consent of the Renter and lack of payment - a contractual penalty shall be imposed on the Rentee, in accordance with the valid Price List. Moreover, in the case of departure without the consent written in the agreement and without the payment - the Rentee is responsible for all the damage caused to the vehicle - whether in the case of breakdown, damage or theft. The Rentee is also obliged to bear all costs connected with bringing the vehicle to the territory of the Republic of Poland and to pay all possible fines incurred outside the borders of the country. Additionally, leaving the EU borders by the vehicle means breaking the terms of the agreement and is threatened with an additional contractual penalty of PLN 1500. In justified cases, the Renter may waive the contractual penalty. In addition, in the event of a breach of the terms of the contract, the Lessor may withdraw from the contract without observing the notice period.
24. The Rentee may not use the car in a manner contrary to the agreement, the Regulations, to the characteristics and intended use of the car and within the limits of its normal, not excessive use. In particular, it is not allowed to:
  - a) Tow other vehicles by rented vehicle,
  - b) Carry more persons or luggage than specified on the vehicle registration certificate,
  - c) Smoke in the car,
  - d) Carry out modifications or other changes to the rented vehicle without the Renter's consent (e.g. removal of brand markings),
  - e) Carry animals inside the car,
  - f) Sub-rent the vehicle and make it available to a person other than the user (additional driver),
  - g) Use of the car in competitions and sports races, rallies and training for them, in any kind of driving instruction or improvement (subject to a contractual penalty of PLN 1500),
  - h) Use of the vehicle for the commercial carriage of passengers and goods.

*In the event of a breach of the provisions of this clause, the Rentee will be obliged to redress the damage/costs associated with the damage/restore the vehicle to its previous condition/pay for the loss of value of the vehicle due to, among other things, modifications and possible loss of warranty. (at the Renter's option).*

25. The Renter or other persons authorised by him shall have the right to inspect the use and condition of the vehicle and the Rentee's documents relating to the above, and the Rentee shall be obliged to allow the inspection and make the documents available.
26. The Rentee is solely responsible for the proper installation and correct and intended use of accessories and optional equipment (e.g. child seat, GPS navigation).

#### FEES

27. Standard rental fees, additional costs and contractual penalties are available at [www.carfree.pl](http://www.carfree.pl).
28. The rental fee is collected in Polish zloty [PLN] in advance (according to the rate in force at the time of concluding the rental agreement) by bank transfer, by payment/credit/debit card, in the form of assignment of receivables from the perpetrator's third-party liability policy (in the case of non-cash rental of a vehicle to a person injured in a collision or traffic accident).
29. The rental fee is charged for a whole day. A delay in the return of the vehicle up to a maximum of 1 hour does not result in charging a fee for the next day of rental. Delay of more than 1 hour will result in a charge for the next day.

In the case of reservations made through an intermediary, a minimum of one minute's delay shall result in a charge for the start of the next day. This entitles the intermediary to take the actions indicated in points 37 sentence 2 of these Terms and Conditions.
30. In the event that the Renter agrees to an extension of the rental period, the Rentee is obliged to pay for the additional rental period in advance, with the reservation that the payment must be credited no later than the time at which the original deadline for returning the vehicle expires (according to the currently valid Price List at [www.carfree.pl](http://www.carfree.pl)).
31. Rental extension fees must be paid in advance in one of the following ways:
  - a) By contacting the helpline on telephone number: +48 794500550,
  - b) By contacting the Renter's branch office,
  - c) By payment to Bank Millennium account number: 34 1160 2202 0000 0004 9647 0054,
  - d) Extension of rental in the case of reservations made by an intermediary is possible on condition that the fee is paid no later than on the date specified as the deadline for returning the car. The fee must be paid in advance according to the current Price List at [www.carfree.pl](http://www.carfree.pl).
32. In the event of a delay in the payment of rent in the case of long-term rental, for at least one payment period, the Renter, after ineffective call for payment from the Rentee (in the form of electronic correspondence, telephone correspondence, text messages), may terminate the rental agreement immediately - without notice, subject to the right to charge the Rentee statutory interest for each day of delay in the payment of rent and may claim compensation on general terms.
33. If an insurance company or Assistance operator is obliged to pay the rent for a car on the basis of an agreement separate from the rental agreement, and the Rentee does not make the car available for return despite the expiration of the rental period, the obligation to pay the rent for each additional day after the expiration of the rental period agreed by the insurance company or Assistance operator with the Renter, is transferred to the Rentee. The Rentee is obliged to inform the Renter of his/her wish to extend the rental on an individual basis in accordance with the valid Price List before the return period expires. The Rentee is obliged to pay in advance the amount due for each additional rental day.
34. The vehicle is fitted with a device allowing the Renter to remotely lock the starter of the vehicle. In the event of failure to pay the rent or other contractual fees on time, the Renter shall be entitled to lock the starter.

35. The Rentee covers in full all fines, penalties, parking fees, motorway tolls and other charges for the use of road infrastructure, as well as private and public law charges resulting from the use of the car, unless he proves that neither the Rentee nor the user of the vehicle is responsible for the obligation to pay such amounts. Furthermore, the Rentee, in the situation of an obligation to pay the aforementioned amounts, authorises the Renter to hand over his/her personal data together with a copy of the rental agreement to the relevant authorities. All fees resulting in particular from enquiries by public administration authorities and any actions related to the aforementioned amounts shall be paid by the Rentee. The provision of information at the request of the authorities is subject to an administration fee according to the price list - debit note.

#### RETURN OR REPLACEMENT OF THE VEHICLE

36. The Rentee, at the end of the rental, is obliged to return the vehicle at a place and time previously established. In the event of the need to return the vehicle at a time or place other than that established in the agreement, the Rentee is obliged to notify the Renter via the helpline 12 hours in advance and return the vehicle in accordance with the guidelines of the Renter, under pain of considering the vehicle abandoned, which involves the possibility of charging the Rentee with a contractual penalty, in accordance with the Price List. In particularly justified cases the Renter may waive charging the Rentee with a contractual penalty.
37. The Renter is entitled to impose contractual penalties on the Rentee in accordance with the Price List - in the event that damage is found on the returned vehicle. The Rentee may receive a call for payment with information on the amount due and an accounting document stating the method of payment.
38. Failure to return the car within the time period in accordance with the rental agreement (including the use of the car in the event of the Renter's lack of consent to extend the rental) - is treated as misappropriation of the car (criminal offence under Article 284 of the Criminal Code) and entitles the Renter to submit a criminal offence notice to the law enforcement authorities. In such a case, the Renter has the right to block the starter of the vehicle, collect the car and charge the Rentee with the full costs related thereto. The above also entitles the Renter to charge a contractual penalty in the amount of three times the daily rate of rent, established in the agreement, for each consecutive day of non-contractual use of the car. The Rentee is also responsible for theft and any damage to the car - occurring after the indicated deadline for returning the vehicle (in the event of the Renter's lack of consent for extending the rental and lack of payment for the extension), regardless of the additional insurance purchased earlier.
39. The Rentee is obliged to return the vehicle in the same condition as at the moment of its release, including in particular - clean inside and outside, with the same amount of fuel as he received when receiving the vehicle, and in the event of a breach of the above obligation, the Rentee is obliged to pay a contractual penalty in accordance with the applicable Price List. In addition, the Rentee acknowledges and agrees to draw up a unilateral car return protocol in a situation where he or she returns the vehicle soiled and it is not possible to inspect it, or where the vehicle is returned by a person not mentioned in the agreement. In such a situation, the Renter shall draw up appropriate photographic documentation together with the car return protocol.
40. In the event of loss of elements or equipment of the car, loss by the Rentee of the registration card, registration plate, insurance policy, keys and damage due to improper use and protection of the car, the Rentee is obliged to pay a contractual penalty in accordance with the Price List.
41. The Rentee may be relieved of his/her liability if he/she demonstrates that neither the Rentee nor the User is at fault for the damage or loss of elements and equipment of the car.

*Lack of payment by the Rentee for damage to the car, lack of equipment and inconsistency of the car's condition with the condition confirmed in the Car Handover Protocol - may result in the Renter initiating debt recovery proceedings, the initiation of which is associated with a fee of PLN 500.00, and in the case of consumers - PLN 100.00.*
42. The Renter does not reimburse costs for returning the car earlier than specified in the rental agreement, nor does he reimburse costs for excess fuel.

#### SERVICING, INSPECTION AND REPAIR

43. The Rentee acknowledges the necessity of making the car available to the Renter in order to perform a periodic inspection (oil or warranty inspection), at a place and time agreed with the Renter. The Renter shall cover the cost of the inspection only on the territory of Poland. The cost of the inspection on the territory of another country is covered by the Rentee unless he agrees in advance with the Renter on carrying out the inspection and obtains his consent. In the case of a refusal to make the car available, the Rentee may be obliged to redress the damage, in particular with regard to the cost of the inspection, and in the situation of a loss of the warranty on the car, he/she is obliged to pay a contractual penalty in the amount of 10% of the vehicle value, according to the Price List.
44. The Rentee is not entitled to have the rented car repaired, improved, modified, inspected or otherwise repaired or serviced without the consent of the Renter. The Rentee may repair the car on his/her own only after obtaining the Renter's approval regarding the location, scope of the repair and the costs associated with it. In such a case, the Rentee is obliged to submit receipts for the service performed, return the replaced parts and submit a statement describing the circumstances of the breakdown.
45. The Renter, having established the validity of the repair carried out, its correctness, the lack of responsibility of the Rentee for the failure, shall reimburse all costs documented by receipts.

#### DAMAGE, ACCIDENT, THEFT OF A VEHICLE - PROCEDURE TO BE FOLLOWED

46. The Rentee is obliged to read the terms and conditions of the car insurance, under pain of full liability for damage caused.
47. In the event of damage to the vehicle, accident, loss of keys, break-in, theft or other criminal acts, the Rentee shall:
  - a) Secure the vehicle and prevent further damage,

- b) Notify the Renter immediately, no later than within 1 hour of the incident - by contacting the helpline (+48 794500550) and following the instructions received,
- c) Call the Police immediately and await their arrival,
- d) In the event of theft, return the keys and vehicle documents to the Renter within 24 hours.
- 48. In the event that the Police are not called to the scene of the incident or the Renter is not informed of the incident, the Rentee bears full responsibility for the incident and is obliged to cover all costs related to the incident, including the costs of repairing the vehicle, regardless of the insurance he has purchased, exempting him from paying for the damage to the vehicle. He is also charged a contractual penalty, in the amount, depending on the vehicle segment, according to the Price List. Moreover, if the police seizes the vehicle's registration certificate, the Lessee is obliged to deliver the original receipt of the registration certificate to the nearest branch of the Lessor, under penalty of contractual penalty.
- 49. If the perpetrator of the incident is the driver of another vehicle, exemption of the Rentee from liability for the damage caused will be possible on the condition that the Police are called to the scene of the incident and that the Renter is informed of the situation, including from which police station/department the patrol arrived at the scene. It is also necessary to obtain the details of the perpetrator of the incident, the registration number of his/her vehicle and the third-party liability policy number. In addition, the Rentee is obliged to obtain the names and addresses of witnesses and to draw up an accident report in accordance with the requirements of the insurance company.
- 50. In the event of a false declaration concerning the damage or the inclusion of false data in the declaration, the Renter will be charged with the total value of the restoration of the vehicle to its previous condition and any other charges resulting, for example, from the vehicle's downtime, legal costs, loss of value of the vehicle due to the damage, etc.
- 51. Damage/soiling to upholstery, any missing vehicle equipment or parts of the vehicle (e.g. hubcaps), are not covered by any of the insurances purchased and are subject to a separate fee (the amount of the charge is included in the Price List).
- 52. The insurance purchased does not cover wilful damage to the Rentee and the failure to fulfil the obligations listed in point 22.
- 53. In the event of the loss or theft of the Vehicle resulting from an act, omission or negligence of the Rentee, the Rentee will be charged an amount equivalent to the market value of the lost/stolen Vehicle.
- 54. In the event of a breakdown or immobilisation of the car due to circumstances for which the Rentee is not at fault, the Renter shall make a substitute car available to the Renter within 12 hours (in Poland) of informing the Renter. If the substitute car is of a lower class, the rental amount shall be reduced accordingly.
- 55. The provision of a substitute car is not available in the event of:
  - a) Breakdown or damage to the car through the fault of the Rentee - unless the Rentee has taken out Comprehensive Insurance,
  - b) Breakdown or damage to the car through the fault of the Rentee, outside the territory of the Republic of Poland,
  - c) Loss or destruction of registration certificate, insurance policy or car keys,
  - d) Tyre puncture or fuel shortage.

#### VEHICLE INSURANCE

- 56. All types of insurance available are included in the applicable Price List.
- 57. The car has third party motor vehicle liability insurance and comprehensive cover insurance.
- 58. In the event that the Renter discloses damage for which the Rentee is responsible, the Rentee shall be charged a contractual penalty in the amount according to the price list, unless the Rentee proves that the incident occurred for reasons for which neither the Rentee nor the person authorised in the agreement is to blame. The Renter reserves the right to claim supplementary damages on general terms in the event that the amount of damage exceeds the contractual penalty due. The Rentee is informed that he may apply with all insurance variants in the case of vehicles from the N class ( Bus - delivery ). It is possible only if the vehicle is possible only for rentals longer than 4 days.
- 59. The Rentee may request the insurance option of his choice to cover damage for which the Rentee is responsible. The premium for the insurance is set out in item 1 of the Price List of rental fees . Subject to points 47 and 48, the Rentee shall be liable up to the full amount of the damage, despite having taken out insurance, also if the damage was caused by his/her intentional act or omission or gross negligence, including:
  - a) Damage to the vehicle while driving under the influence of alcohol or while under the influence of drugs or psychotropic substances or without a valid and honoured in the Republic of Poland driving licence,
  - b) Damage to the vehicle if the speed or load limit is exceeded, or any other infringement of the traffic regulations in force at the place where the collision or traffic accident occurred,
  - c) If the Rentee or user has escaped from the scene of the accident,
  - d) In the event that the Rentee or User has not complied with the obligations required by the Car Insurer, resulting in a refusal to pay insurance compensation,
  - e) Damage caused if the person driving was a person not authorised in accordance with the rental agreement and/or who does not meet the requirements set out in point 3 of these regulations,
  - f) Theft of the vehicle, in the event that the Rentee has not secured the vehicle properly and has not provided the keys and registration card to the Renter within 24 hours of the incident,
  - g) Other special cases arising from the general terms and conditions of insurance and insurance contracts concluded by the Renter.  
*In the above situations, the Rentee is liable up to the full value of the damage.*
- 60. The Rentee is obliged to read the provisions of the insurance policy, general terms and conditions of car insurance contracts as well as amendments to the general terms and conditions of car insurance contracts and to observe

the provisions included in the terms and conditions, and in the case of making the vehicle available to other driver - furthermore to instruct the person driving the vehicle about the obligations resulting from the aforementioned documents - under pain of obligation to pay damages. The vehicle insurance provisions are available at any branch office of the Renter.

61. In the case of rental cars that have an Assistance policy, this covers the costs to the extent of the policy. The Rentee is informed of the extent of the cover when signing the agreement.

#### PRINCIPLES OF PROCESSING PERSONAL DATA

- 62. The Data Controller of the personal data of the Renter and persons authorised to drive the vehicle is the Renter CarFree Sp. z o. o with its registered office in Warszawa (02-677), ul. Cybernetyki 5. The personal data of the Rentees and persons authorised to drive the vehicle shall be processed for the purpose of performing the agreement to which the Rentee is a party and for marketing purposes related to the promotion of the services of CarFree Sp. z o. o. The Rentee declares and accepts that providing the personal data is voluntary and necessary for concluding and executing the Agreement with the Renter, and the data shall be processed for the period necessary for the implementation of the Renter's obligations resulting from the agreements concluded with the Renter, and after this period until the prescription of claims resulting from these agreements.
- 63. By entering into a rental agreement with CarFree Sp. z o. o, the Rentee and the person authorised to drive the vehicle agree to the processing of their personal data for the purpose of providing electronic services, vehicle rental services and for marketing purposes.
- 64. Personal data will be processed for:
  - a) Conclusion and execution of the rental agreement
  - b) Pursuing payment of claims under the concluded rental agreement (in particular, this concerns the name, surname, PESEL [Polish Resident Identification Number:], residential address, bank account number of the Rentee, data on settlements and payment of claims under the concluded rental agreement), in which case processing will be carried out until the prescription of claims under the agreement or their early settlement,
  - c) Marketing, related to the promotion of the services of CarFree Sp. z o. o
- 65. The Rentee and persons entitled to drive, have the right to request from the Data Controller access to personal data, rectification, erasure or restriction of processing or the right to object to processing, as well as the right to data transfer.
- 66. The provision of personal data is voluntary, but necessary for the conclusion of the Agreement and the fulfilment of the Renter's payment obligations. The consequence of refusing to provide personal data will be that the Agreement cannot be concluded.
- 67. The Rentee has the right to withdraw consent to the processing of personal data at any time. The withdrawal of consent does not affect the lawfulness of processing carried out on the basis of consent prior to its withdrawal.
- 68. The personal data collected by the Renter may be consulted by the Rentee at any time by writing to the following email address: [biuro@carfree.pl](mailto:biuro@carfree.pl). It is also possible to request that the personal data maintained by the Renter be corrected so that it is up to date.
- 69. In the event of default of payment or the presentation of false documents, the Rentee's personal data may be forwarded to the National Debt Register, Business Information Offices, etc.
- 70. Full details of the type and processing of personal data can be found on the Renter's website under Privacy Policy.

#### COMPLAINTS

- 71. All complaints should be sent to the following e-mail address: [reklamacje@carfree.pl](mailto:reklamacje@carfree.pl).
- 72. Complaints will be dealt with within a maximum period of 14 days from the day the Renter receives the complaint. This period excludes public holidays.
- 73. The Rentee will be informed electronically by sending an email to the email address indicated by the Rentee about the handling method of the complaint.
- 74. The Rentee has the option of using out-of-court complaint and redress procedures.

#### FINAL PROVISIONS

- 75. In matters not covered by these General Terms and Conditions, the provisions of the Polish Civil Code shall apply.
- 76. The General Terms and Conditions and the Price List, form an integral part of the Rental Agreement.
- 77. For breach of any of provision of the General Terms and Conditions, the Renter shall be entitled to claim damages from the Rentee on a general terms.
- 78. The parties undertake to give immediate notice of any change of address for service, on pain of declarations and letters sent to the previous address being deemed to have been delivered. The Rentee also agrees that all correspondence relating to the agreement, including calls for payment or debit notes, may be sent to him at the e-mail address specified in the agreement.
- 79. If any provision of the Agreement is found to be legally invalid or ineffective, that circumstance shall not affect the validity and effectiveness of the remaining provisions, unless it is clear from the circumstances that without the invalid or ineffective provisions, the Agreement would not have been concluded
- 80. The Agreement is drawn up in two counterparts, one for each party.

**I declare that I have read the above General Terms and Conditions, the rental agreement, the Price List, and that I understand them and I fully accept them and undertake to observe them.**

## PRICE LIST OF RENTAL FEES

1	INSURANCE	
a)	Pakiet Ochrony Standard [Standard Protection Package] (Third Party Liability Damage, Assistance )	Free of charge
b)	Pakiet Ochrony Komfort [Comfort Protection Package] (against bodywork damage) - valid for one claim	From 39 PLN/day
c)	Pakiet Ochrony Premium [Premium Protection Package] (against damage to the bodywork, wheel rims, tyres and windows, including vehicle theft, total loss together with a substitute car) - applies to one claim	From 60 PLN/day
d)	Pakiet Ochrony Europa [Europe Protection Package] (against damage to the bodywork, wheel rims, tyres and windows, including vehicle theft, total loss) - applies to one claim	From 90 PLN/day
2	ACCESSORIES/ADDITIONS	
a)	GPS navigation for your car	19 PLN/day
b)	Baby seat/booster	19 PLN/day
c)	Additional driver	10 PLN/day
d)	Return of a dirty car	70 PLN/ one-off payment before handover
e)	Return of a dirty bus vehicle	100 PLN/ one-off payment before handover
f)	Travel outside the country with the consent of the Renter - Zone 1 ( Germany, Czech Republic, Slovakia, Hungary, Austria, Denmark)	199 PLN/ one-off payment before handover
g)	Travel outside the country with the consent of the Renter - Zone 2 ( France, Italy, Croatia, Romania, Bulgaria, Switzerland, Slovenia, Netherlands, Belgium )	399 PLN/ one-off payment before handover
h)	Travel outside the country with the consent of the Renter - Zone 3 ( Spain, Portugal, Ireland, United Kingdom, Norway, Sweden, Greece )	499 PLN/ one-off payment before handover
3	EXTRA CHARGES	
a)	Handover or return of the vehicle during the following hours (20:00-08:00)	60 PLN
b)	Delivery / return of the vehicle to location	From 59 PLN
c)	Migration fee	199 PLN

The above fees include 23% VAT

## PRICES OF CONTRACTUAL PENALTIES

1	EVENT	PENALTY
a)	Loss of the car warranty through the fault of the Rentee (person driving the vehicle)	10 % of the value of the vehicle
b)	Violation of the ban on smoking, use of electronic cigarettes, consumption of alcohol, use of drugs in the car	500 PLN
c)	Violation of the ban on transporting animals	500 PLN
d)	Towing of other vehicles by rented car	500 PLN
e)	Giving a vehicle to a person not authorised to drive the vehicle	2500 PLN
f)	Unauthorised travel in the vehicle outside the Republic of Poland	1500 PLN
g)	Damage, loss or misplacement of a car key or remote control	5000 PLN
h)	Loss of registration certificate, registration plate or sticker, insurance policy, failure to submit the original confirmation of retention of the registration certificate to the nearest branch	500 PLN - for each element
i)	No parking ticket	100 PLN + actual cost of parking fee for lost ticket
j)	Damage to or loss of any hubcap (per hubcap)	300 PLN
k)	Damage to aluminium wheel rims (per rim)	2500 PLN
l)	Damage to steel wheel rims (per rim)	1000 PLN
m)	Burn marks or damage to upholstery, damage to equipment not covered by any insurance package	According to Authorised Car Service cost estimate + 15%
n)	Loss of car equipment parts not listed in the price list	2000 PLN + cost of restoring the vehicle to its original condition
o)	Dismantling, replacing parts of the vehicle or making alterations without the consent of the Renter	2500 PLN + cost of restoring the vehicle to its original condition
p)	Filling up the car with the wrong type of fuel	3000 PLN
q)	Replenishment of missing fuel	50 PLN + 10.00 PLN for 1 litre of missing fuel
r)	Return of dirty car - cleaning	100 PLN
s)	Return of dirty bus vehicle - cleaning	150 PLN
t)	Soiling of upholstery car - washing	500 PLN
u)	Soiling of upholstery bus vehicle - washing	700 PLN
v)	Administrative fee in connection with the handling of fine payment obligations to foreign institutions	500 PLN + cost of the actual fine
w)	Administrative fee in connection with the handling of fine payment obligations to Polish institutions	150 PLN + cost of the actual fine
x)	Administrative fee for late payment of obligations under the rental agreement, including the drafting of a call for payment	500 PLN; for consumers 100 PLN
y)	Damage incurred during rental and not settled under the perpetrator's third-party liability policy for segments B, B+AUTOMATIC, C, C+COMBI, C+AUTOMATIC, C+COMBI AUTOMATIC CROSSOVER+AUTOMATIC, D+AUTOMATIC, SUV, SUV+AUTOMATIC, M ( VAN - DELIVERY ), N ( BUS - DELIVERY )	4000 PLN / 6000 PLN (theft or total loss)
z)	Damage incurred during rental not settled under the perpetrator's third-party liability policy for the segments CROSSOVER PREMIUM, E PREMIUM, EV (Electric) SUV PREMIUM, P ( BUS 7-PASSENGER ), R ( BUS 9-PASSENGER ), R ( BUS 9-PASSENGER ) + AUTOMAT	6000 PLN / 8000 PLN (theft or total loss)
aa)	Damage incurred during rental not settled under the perpetrator's third-party liability policy for the segments F PREMIUM	10000 PLN / 20000 PLN (theft or total loss)
ab)	Delay in returning the vehicle after notice from the Renter	Three times the daily rate for each started day of delay
ac)	Fee for each trip to collect an unreturned vehicle from outside the place indicated in the rental agreement (calculated in both directions)	10 PLN per 1km Over 300 km - 5 PLN per 1 km
ad)	Using the rented vehicle in a manner inconsistent with its intended use or the Agreement	1500 PLN
ae)	Abandonment of a vehicle	5000 PLN
af)	Provision of a car repair estimate at the customer's request	300 PLN

