

REGULATIONS OF THE FLEXTOGO ONLINE PLATFORM

(hereinafter: the "Regulations")

§ 1. General provisions

1. The online platform operates at: <https://flectogo.com/> (hereinafter: "**Platform**") and is operated by Flex Rent limited liability company with its registered office in Warsaw at ul. Bitwy Warszawskiej 1920 r. 11, 02-366 Warsaw, registered in the register of entrepreneurs kept by the District Court for the Capital City of Warsaw in Warsaw, XII Commercial Division of the National Court Register under KRS number 0000648633, NIP: 7010635672, share capital of PLN 450,000 (hereinafter: "**Service Provider**").
2. The data controller of personal data processed in connection with the implementation of the provisions of these Regulations is the Service Provider. Personal data is processed for the purposes, scope and under the principles indicated in the Privacy Policy available at <https://flectogo.com/privacy-policy>
3. These Regulations define, in particular, the rules for the provision of electronic services using means of distance communication in the Platform, as well as rules for Users to use the Platform and the additional functionality (electronic services listed in these Regulations) provided through the Platform.
4. Regarding the provision of services by electronic means, these Regulations constitute regulations within the meaning of art. 8 of the Act on the Provision of Electronic Services of July 18, 2002. 5. The capitalized words have the meaning indicated in § 2 of the Regulations.

§ 2. Definitions

1. **Payment Gateway** - a payment service within the meaning of the Payment Services Act of August 19, 2011, provided by a company: Krajowy Integrator Płatności Joint Stock Company with its registered office in Poznań, plac Andersa 3, 17th floor, 61-894 Poznań, entered in the register of entrepreneurs of the National Court Register kept by the District Court Poznań – Nowe Miasto i Wilda in Poznań, VIII Commercial Division of the National Court Register under number 0000412357, NIP 7773061579, REGON 300878437, share capital of PLN 5,494.980,00, which company designed and operates the Internet payment service called "tPay".
2. **Client/User** - natural person with full legal capacity, legal person or organizational unit without legal personality which legislation grants legal capacity, using the Platform, who can create an Account.
3. **The Civil Code** - the act of April 23, 1964 Civil Code (Journal of Laws of 2022, item 1360, as amended).
4. **Account** - designated by an individual name (login) and password provided by the Client set of resources in the Service Provider's IT system, in which the Client's data and related data are collected, i.e.: a) Client personal data, b) Client business data, c) Client residential addresses, d) employee and authorized representative data, e) information about reservations made via the Platform, f) information on Rental Agreements and Monthly Rental Agreements concluded.
5. **Newsletter** - information about news and promotions related to the sale of services presented on the Platform, sent electronically (to the e-mail address indicated by the User).
6. **The General Rental Conditions** - a model contract within the meaning of Art. 384 § 1 of the Civil Code, specifying the terms of Rental Agreements concluded with the Lessor. The current

General Rental Conditions for Rental Agreements concluded in Poland and Germany are available on the Platform.

7. **Vehicle** - passenger car registered in the European Union and adapted for passenger transport.
8. **Location** - means one of the locations in Poland and Germany where the Client can conclude a Rental Agreement and collect and return the Vehicle. The current list of Locations is available on the Platform.
9. **Booking** - offer for concluding a vehicle rental agreement for the period indicated by the Client, including the date, vehicle parameters (class, equipment) and location (one of the locations available on the Platform), submitted by the Client through the Platform
10. **Content** - any materials and other information posted on the Platform, including commercial information of the Service Provider.
11. **Electronic service** – services provided electronically by the Service Provider consisting in: a) enabling the submission of a Booking regarding the will to conclude a Vehicle Rental Agreement for 1 to 30 days (hereinafter: "Rental Agreement"), by placing a Reservation, for the Vehicles presented in the Platform, using the Reservation form, b) checking the status of the Booking, c) enabling the Client to purchase additional services for the submitted Reservation or concluded Rental Agreement, d) enabling the Client to check the status of the concluded Rental Agreement, including model and registration number of the Vehicle, fuel level at the time of taking over the Vehicle, duration of the Rental Agreement, place of return of the Vehicle, data regarding packages purchased by the Client to limit or waive own contribution in damage or theft of the Vehicle, e) enabling the Client to check the location of the Vehicle covered by the Rental Agreement, downloaded from the GPS device installed in the Vehicle, f) maintaining the Account, g) providing the Client with chat support regarding Reservations and concluded Rental Agreements, including to support the Client in placing Reservations and handling Reservations; h) access to the history of Reservations as well as summaries of current and future Reservations; i) access to articles and news published on the Platform; j) enabling the submission of requests for proposals for the rental of Vehicles for a period longer than 30 days (hereinafter: "Monthly Rental Agreements").
12. **Lessor** - means a business entity with which the Client has the opportunity to conclude a Rental Agreement as a result of the Reservation being fulfilled. The Lessor is, depending on the place selected by the Client to conclude the Rental Agreement/Monthly Rental Agreement: a) in the case of Reservations regarding agreements concluded in Poland: Flex Rent spółka z ograniczoną odpowiedzialnością limited liability company with its registered office in Warsaw at ul. Bitwy Warszawskiej 1920 r. 11, 02–366 Warsaw, registered with the register of entrepreneurs kept by the District Court for the Capital City of Warsaw in Warsaw, XII Commercial Division of the National Court Register under KRS number 0000648633, NIP: 7010635672, share capital of PLN 450,000; b) in the case of Reservations regarding agreements concluded in Germany: Flex Rent Deutschland GmbH, a German company with its registered office in Bergisch Gladbach, Olefant 14b, 51427 Bergisch Gladbach, registered with the Register Court in Cologne under number HRB 80465, tax number DE293864199.

§ 3. General terms of using the Platform

1. All indicated information is of a tentative (approximate) nature and is used to submit an offer to the Lessor to conclude a Rental Agreement or Monthly Rental Agreement on the terms specified in the Reservation. The content presented on the Platform, such as advertisements, advertisements, price lists and other Vehicle information provided on the Platform, in particular their descriptions, technical and operational parameters, including rental prices

and prices of additional services, constitute an invitation to conclude an agreement within the meaning of art. 71 of the Civil Code.

2. Reservations placed through the Platform may be placed, according to the Client's choice, in Polish, English or German.
3. All prices given on the Platform are given in Polish zlotys, euros or other currencies, if indicated on the Platform. Prices include value added tax (VAT) in accordance with applicable laws.
4. In the event of a breach by the Client of provisions of law, provisions of these Regulations or principles of the Privacy Policy <https://flextego.com/privacy-policy>, as well as in the event of the Client acting in a way that hinders the operation of the Platform or causes nuisance to other Clients, the Service Provider shall have the right to deprive the Client of the right to use the Platform, as well as to restrict his access to all or part of the Products offered via the Platform.
5. The Client gains access to the Content contained in the Platform by starting to use the page or subpages of the Platform.
6. The Client may terminate the use of services consisting in access to the Platform at any time by leaving the website or subpages of the Platform.
7. Clients who only browse and read the information contained within the Platform do not have to voluntarily register an Account and is free of charge.
8. If the Client uses equipment and software that does not meet the technical requirements of the Platform, the Service Provider does not guarantee the correct functioning of the service and reserves that this may negatively affect the quality of the services provided.

§ 4. Rules and conditions for using the Account

1. Full functionality of the Platform, including the creation of an Account, are reserved exclusively for adults with full legal capacity.
2. Using an Account on the Platform is free of charge, which does not exclude making payments for Reservations and Rental Agreements, including Monthly Rental Agreements, via the Platform.
3. Using the Platform is possible provided that the Client's telecommunications system meets the minimum technical requirements of the Platform. Supported browsers: Chrome, Safari, Opera, FireFox.
4. As part of using Electronic Services and using the Account, it is forbidden for the Client to provide illegal content that violates the legal provisions in force in the Republic of Poland or good manners.
5. The Client is responsible for all consequences resulting from incorrect completion of forms, in particular consisting in providing incorrect or false data.
6. In the event of a breach by the Client of the provisions of the Regulations or generally applicable law, the Service Provider reserves the right to delete the Client's Account and prevent re-creation of the Account.

§ 5. Rules for making Reservations

1. Through the Platform, the Client has the possibility to: a) Submit a Reservation for a Rental Agreement, which may be confirmed via the Platform, and the confirmed Reservation constitutes the basis for subsequent conclusion of a Rental Agreement on the terms specified in the confirmed Reservation; b) Submit a Reservation for a Monthly Rental Agreement which may be confirmed by direct communication, including electronic or telephone communication between the Client and the Lessor. Reservations for Monthly Rental Agreements are not confirmed via the Platform.
2. In order to submit the Reservation correctly, the Client should familiarize himself and accept the content of the General Rental Conditions <https://flextogo.com/car-rental-terms-and-conditions>.
3. A prerequisite for confirmation of the Reservation is prior correct completion of the Reservation form, including providing all necessary information marked with the "*" symbol, available on the Platform and providing the Client's data in the form of: first and last name, e-mail address, phone number. The ability to make a Reservation is available only to Clients who register an Account on the Platform.
4. After submitting the Reservation, the Service Provider confirms its receipt to the Client within three business days in the form of an e-mail message sent to the e-mail address indicated by the Client, which will contain all essential elements of the Reservation, including the Service Provider's statement regarding its receipt.
5. The Client may make changes to the Reservation or cancel it up to 24 hours before the day on which the Reservation is to be fulfilled.
6. If it is not possible to confirm the Reservation due to the Client's fault, in particular as a result of providing incorrect contact details, the Reservation will be canceled by the Service Provider within three working days from the date of placing the Reservation.
7. The Service Provider shall inform the Client about acceptance of the Reservation for execution (confirmation of the Reservation) by sending an appropriate e-mail message to the e-mail address provided when placing the Reservation.
8. Confirmation of the Reservation does not constitute conclusion of the Rental Agreement or Monthly Rental Agreement. Based on the confirmed Reservation, the Client has the possibility to conclude a Rental Agreement in writing or in documented form, on the terms specified in the confirmed Reservation, in one of the Lessor's locations indicated in the Reservation.
9. A prerequisite for concluding a Rental Agreement, regardless of submitting the Reservation, is for the Client to meet the requirements indicated in the General Rental Conditions.

§ 6. Payment methods

1. Through the Portal, the Client can choose the following methods of paying for the Reservation: a) Prepayment, using the Payment Gateway, b) Prepayment at the Vehicle collection point, using payment methods accepted at the given point.
2. Paying for the Reservation does not constitute conclusion of the Rental Agreement. Any payments made towards the Reservation will be credited against the concluded Rental Agreement. The rules for payments made and their refund if the Rental Agreement is not concluded are described in the General Rental Conditions.
3. The current status of payment for the Reservation is visible in the Client's Account. Via the Account, the Client has the possibility to pay for the Reservation, including changing the

payment method from payment at the Vehicle collection point to prepayment using the payment gateway.

4. In the case of prepayment at the Vehicle collection point, the Client has the possibility to pay in one of the methods described in the General Rental Conditions.
5. The recipients of the Client's payments are the Lessor indicated in §2 clause 12 of the Regulations - depending on the place where the Rental Agreement is to be concluded.
6. The Client may make an electronic payment in a manner currently available on the Platform's website. The Service Provider is not responsible for the Payment Gateway, including its technical efficiency and availability. Any complaints regarding the Payment Gateway should be directed to the payment gateway operator in the manner described in the payment gateway operator's payment rules https://tpay.com/user/assets/files_for_download/regulamin.pdf.

§ 7. Fulfillment of Reservations regarding Rental Agreements

1. The confirmed Reservation constitutes the basis for concluding a Rental Agreement with the Lessor at the Location indicated in the Reservation.
2. The Reservation does not constitute conclusion of a Rental Agreement. The Rental Agreement is concluded only at the Location, and the Rental Agreement is signed on behalf of the Lessor by an authorized employee or associate of the Lessor.
3. The concluded Rental Agreement along with the attachments is made available to the Client, including in the form of an e-mail message sent to the Client's e-mail address.
4. The Rental Agreement concluded on the basis of the Reservation is concluded on the terms indicated in the confirmed Reservation.
5. Any advance payments made towards the Reservation, using the Payment Gateway, are credited against the Rental Agreement.
6. For additional services purchased by the Client outside the Platform, the rules of making and settling payments indicated in the General Rental Conditions apply.

§ 8. Fulfillment of Reservations regarding Monthly Rental Agreements

1. The Client submitting a Reservation regarding a Monthly Rental Agreement constitutes an invitation to submit an offer to the Client (request for proposal) by the Lessor.
2. A prerequisite for submitting a Reservation regarding a Monthly Rental Agreement is for the Client to consent to electronic and/or telephone contact for the purpose of conducting marketing activities towards the Client by the Lessor.
3. After the Client submits a Reservation regarding a Monthly Rental Agreement, an appropriate employee or associate of the Lessor will contact the Client in order to present an invitation to submit offers for the conclusion of a Monthly Rental Agreement. As a result of direct contact with the Client, regulations and contract templates regarding the Monthly Rental Agreement will be made available. The conclusion of the Monthly Rental Agreement takes place in the manner indicated in the regulations regarding the Monthly Rental Agreement.

§ 9. Complaints regarding the Platform

1. The User has the right to file a complaint with the Service Provider regarding the use of the Platform.
2. The complaint may be brought in the form of an e-mail message to the address: customer@flectogo.com.
3. The complaint should contain: the User's details (name, surname, e-mail address enabling contact with the User), description of the reported reservations. If the data provided in the

complaint is insufficient or requires supplementation, the Service Provider, prior to considering the complaint, will request the User to supplement the complaint within the indicated scope.

4. The deadline for considering the complaint is 14 days from the date of its receipt by the Service Provider in due form. The response to the complaint shall be sent by post to the address provided by the User, and in the case of providing the e-mail address as the correspondence address, by e-mail.
5. Complaints regarding concluded Rental Agreements are submitted and considered in the manner each time specified in the concluded Rental Agreements and General Rental Conditions.

§ 10. Personal data

1. The Service Recipient acknowledges the fact that the Service Provider acts as the administrator of personal data.
2. Detailed information on the personal data controller and on the rights to which the Service Recipient is entitled in connection with the processing of personal data, the purposes, recipients of data and principles of data processing can be found in the Privacy Policy <https://flextego.com/privacy> policy
3. In the case of a Reservation regarding a Location located in Germany, the Client's personal data will be made available to Flex Rent Deutschland GmbH, the details of which are provided in §2 clause 12 letter b) of the Regulations. Making data available aims to conclude a Rental Agreement following a Reservation regarding a Location in Germany.
4. If the Service Recipient provides personal data of employees and persons authorized to act on behalf of the Service Recipient, the Service Recipient as the personal data controller of those persons undertakes to duly inform those persons that their personal data will be made available to the Service Provider for the purpose of implementing the provisions of these Regulations.

§ 11. Intellectual property

1. Copyrights, in particular economic copyrights to the graphic elements of the Platform and other materials and Content constituting works within the meaning of the Act of February 4, 1994 on Copyright and Related Rights (hereinafter: "Copyrights ") belong to the Service Provider and business entities with which the Service Provider cooperates - including licensors.
2. The use of materials and Content posted on the Platform, in particular all its graphic elements, is permitted only for personal use in accordance with the applicable provisions of the Copyright Act. The use of materials and Content for commercial purposes without the prior consent of the Service Provider is prohibited.

§ 12. Final provisions

1. The content of the Regulations may be changed, of which previous Clients may be notified electronically in the form of an e-mail message sent to the address provided during registration of the Account.
2. The Service Provider reserves the right to amend the Regulations at any time. The amendments shall take effect upon their publication on the Platform.

3. By using the Platform, the Service Recipient accepts the content of the currently applicable Regulations.
4. These Regulations shall enter into force on January 1, 2024.