

**I) General provisions:**

1. The Regulation specifies the rules of the correct use of the vehicle being the subject of the lease (later referred to „the Vehicle“), the rights and obligations of the Lessee and the Lessor.
2. If the Vehicle has been made available by the Lessee to another person, the Lessee' obligation is to fairly inform this person on the content of the Regulation. The Lessee bears responsibility for all actions that do not conform to the rules of the lease of the persons to whom he/she has given the Vehicle.
3. The Vehicle can be driven exclusively by a person holding a valid driver's licence subject to the Polish law.
4. The Lessee does not the right to sublease , grant use of or give the Vehicle to third persons without a prior written consent of the Lessor. This reservation does not concern the members of the closest family of the Lessee (namely, an ascendant, a descendant, siblings or a spouse of the Lessee).
5. The Lessor or other persons authorised by him/her, has the right to check the way of using the Vehicle and its condition, and the documents of the Lessee connected with the aforementioned situation, while the Lessee is obliged to make such checking possible and make the said documents available.
6. Whenever the Regulations says about „the Fee indicated in the Table of Fees“, it is a fee which the Lessee not being a consumer is liable to pay to the Lessor regardless the fault of the Lessee and regardless the amount of the loss of the Lessor and the amount of compensation received by the Lessor with regard to the insurance of the vehicle. The Lessor has the right to claim the supplemental damages against the Lessee if the administrative fee does not cover the loss in full. In the case of Lessees being consumers, the fee indicated in the Table of Fees plays an informative function and is an approximate amount of the loss of the Lessor in a given accident. the Lessee being a consumer bears responsibility for the fault, subject to a wider responsibility provided for in the legal regulations. The Lessee not being a consumer is exempt from responsibility only by force majeure and the exclusive Lessor's fault.
7. If it has not been stated otherwise, the Lessee is liable to pay for all the liabilities for the lease of the Vehicle as non-cash payments, making the payment onto the bank account of the Lessor of the number 70 1240 2294 1111 0010 6862 2481, kept by Bank Pekao SA with the head office in Warsaw.

**II) Basic obligations:**

8. The Lessee of the Vehicle is obliged to:
  - a) have on him/her valid documents required by the traffic control (the drivers' licence, registration certificate, confirmation of having the OC –third party liability insurance cover valid and recognised in the territory of the Republic of Poland),
  - b) secure the Vehicle against theft (each time locking of the Vehicle and switching on all the anti-theft devices),
  - c) perform everyday Vehicle care and maintenance at his/her own cost and effort, namely: check and fill In operating fluids, namely: brake fluid, engine oil, coolant, screenwash, check pressure in tyres and the condition of tyres, check the operation of the direction indicators, low beams, brights, keep the Vehicle clean, use in the Vehicle fuels that conform to : the specificity of the engine provided for in the registration certificate and the documentation of the Vehicle, conform to the recommendations of the Vehicle manufacturer indicated in the instruction manual of the Vehicle.
9. The Lessee does not the right to:
  - a) tow other vehicles with the Vehicle,
  - b) make modifications or other alternations contrary to the properties and intended use of the Vehicle,
  - c) exceed the permissible load capacity of the Vehicle,
  - d) smoke tobacco In the Vehicle,
  - e) perform other actions/works that can cause a damage to the Vehicle.

**III) Maintenance, inspections and repairs:**

10. The Lessee shall be obliged to control the course of kilometers in order to check the obligation of performing the guarantee and post-guarantee overhauls in accordance with the plan of the Vehicle's service and to control the validity of technical examinations. The Lessee shall be obliged to inform the Lessor about the necessity to perform the overhaul with a proper advance of at least 5 working days before the date of performing the overhaul preferred by the Lessee. In case of the vehicles with variable period of service, the Lessee shall inform the Lessor about the necessity to perform the overhaul within one day from displaying the message by the onboard computer. The Lessee shall be obliged to deliver the vehicle to the mechanical service station indicated by the Lessor within the period agreed with the Lessor. The Lessee shall bear full damages liability for failing to fulfill the above obligations. The Lessor shall have the right to charge the Lessee in such a situation with the cost of renewal of the guarantee or impose the fee on the Lessee indicated in the Table of Fees. Unless it was decided in the agreement otherwise, the Lessor shall not bear liability for the damages suffered by the Lessee as a result of failure, damage, accident or collision of the Vehicle, unless the damage was caused by the Lessor at intentional fault. The Lessor shall be entitled to transfer to the Lessee to the e-mail address or the telephone number provided by the Lessee by means of the short message the information on the forthcoming overhaul or another service activity (e.g. service action) on the rented Vehicle. The Lessee shall be obliged to comply with the information transferred by the Lessor, in particular to report to the indicated service station to perform the overhaul or the service action, under the pain of liability defined in points 10-23. The possibility to inform the Lessee by the Lessor on overhauls and service actions does not release the Lessee from the Lessee's obligations defined in points 10-23.
11. In the case of a breakdown of the Vehicle or necessity to perform a maintenance service the Lessee is liable to immediately inform the Lessor about it. In the case of a defect or damage of mechanical components of the Vehicle, the continuation of driving without the consent of the Lessor is prohibited.
12. The Lessee does not have the right to commission any repairs, improvements, modifications or other maintenance and repair works in the Vehicle without a prior written consent of the authorized representative of the Lessor. Such a consent can also be granted via electronic means (e-mail).
13. The Lessor's authorised representative is a Service Specialist, operating technical helpline tel. number.: **601-540-764**
14. Reporting the needs of the maintenance service can be done orally (by phone or in person) with providing the justification (a breakdown, necessity of performing a review, and others). The person mentioned in item 13 should be informed about the reported situation. The representative analyses the report and manager the process of the maintenance (repairs) of the Vehicle, referring to a proper service station and commissioning direct works that should be performed.
15. Inspections and repairs should be performed exclusively in mechanical and bodywork-lacquer stations, indicated by the authorized representative of the Lessor in Poland. The Lessee does not have the right to perform the scheduled maintenance of the Vehicle abroad.
16. The Lessee does not the right to sign invoices for the work performed as a 'person authorised to receive an invoice" and to submit declarations of will on behalf of the Lessor.
17. The Lessee is liable to make sure, assuming due diligence, that all the works commissioned have been reliably performed and sign the acceptance protocol of the Vehicle from the service station. The Lessee is also liable to ensure that all the data require by the guarantor related to the warranty or non-warranty inspections of the vehicle have been registered in the technical documentation of the vehicle. .
18. The Lessee is responsible against the Lessor for damaging the Vehicle, unless the damaging of the Vehicle has been done without the Lessee's fault. In particular, the Lessee bears responsibility for damaging the Vehicle that results from the lack of oil in the engine, the lack of oil in the gearbox, the lack of brake fluid, having improper pressure in tyres, exceeding the permissible load capacity, using the vehicle contrary to its intended use, the instruction manual and the binding regulations and rules of using and operating motor vehicles and their components.
19. Using the manufacturer's or the insurance company's assistance of the Vehicle does not make the Lessee exempt for the obligations mentioned above.

**IV) Damage, accident, burglary, theft to the vehicle – procedure:**

20. In the case of a road accident/collision/burglary/theft of the Vehicle, the Lessee is liable to call the Police each time and ensue that the protocol from the scene of the accident is made. Subject to the individual Lessor's consent his obligation can be skipped in the case of minor claims settled subject to the Autocasco policy.
21. In case of damage to the Vehicle, especially as a result of a road accident, collision, vehicle burglary or theft of the Vehicle, the Rentee is obliged to:
  - immediately, but no later than within 3 working days, notify an authorized representative of the Renter (the person indicated in item 13),
  - immediately report the claim to the insurer (within the time limit specified in the general conditions of comprehensive insurance or within 3 working days in case of claim indemnified under the third party liability insurance policy of the perpetrator),
  - immediately, but not later than within 3 working days, inform the Renter about providing the injured party with the data of the third party insurance policy of the Vehicle,
  - act strictly in accordance with the instructions of an authorized representative of the Renter,
  - submit statements and documents indicated by the Renter (including a form for reporting the claim to the insurer) – within 3 working days from the day of notification by the Renter of the need to submit a statement or a document.
22. The Lessee , after reporting a road accident, a collision, burglary or theft of the Vehicle, is authorized to report to the Lessor about willingness to use the AC policy. The Lessor manages the procedure connected with settling the motor insurance claims, but it can also be dealt with only with the active participation of the Vehicle user. In relation with using the Autocasco policy by the Lessee, the Lessee is liable to pay the fee indicated in the price list.
23. The Lessee mustn't make repairs to the damaged Vehicle at his/her own.

24. In case of damage to a Vehicle covered by the comprehensive coverage policy, reported to the Renter in accordance with these Regulations, the Rentee is charged with an administration fee in the amount indicated in the contents of the agreement.

25. In the case of a motor vehicle claim indemnification from the third party insurance policy of the Vehicle, the Rentee is charged with an administration fee in the amount indicated in item 1 of the Table of Fees.

26. The obligation to pay the administration fee indicated in items 24 and 25 and the fee indicated in item 10 of the Table of Fees is waived if the Rentee takes advantage of the option to waive the administration fee for motor insurance claim (waiver of the deductible). The amount of the fee for the waiver of the deductible is indicated in the contents of the Agreement and is charged for each day of the rental period.

#### **V) Other provisions:**

27. The Lessee is liable to return the Vehicle to the place agreed by the parties after the termination of the lease. The return of the Vehicle in a place other than the agreed upon concluding the lease contract is permissible after the agreement with the Lessor after paying the fee indicated in the Table of Fees.

28. The intention to prolong the period of the lease of the Vehicle must be reported at least 12 hours before the period of the lease expires. The prolongation of the lease period by at least 24 hours requires a written agreement with the Lessor, concluded in the head office of the Lessor. Not reporting the intention to prolong the lease of the Vehicle and not returning the Vehicle within 24 hours of the moment of the termination of the lease is regarded as misappropriation of the Vehicle and reported to the police. In the case of a delay in returning the vehicle, the Lessee is liable to pay the Fee indicated in the Table of Fees. In the case of the lack of timely return of the Vehicle, the Lessor is authorized to receive the Vehicle, the policy and other documents of the Vehicle from the Lessee and charge the Lessee with full costs connected with it.

29. The Lessee is liable to return the Vehicle with the same quantity of fuel which he/she had upon receiving the Vehicle. If there are lacks of fuel the Lessee pays the Fee indicated in the Table of Fees.

30. After returning or replacing the Vehicles used by the Lessee, the Lessor has the right to charge the Lessee with the following costs:

a). supplement the equipment of the Vehicle or its parts described in the protocol of transfer/receipt of the Vehicle and the compensation for the beyond normal tear and wear of the vehicle inside or outside (including also the upholstery, wheel covers, rims and tyres),

b). repair the defects of the vehicle caused by improper use of the Vehicle and the Lessee's negligence for which the insurer does not bear responsibility subject to the AC insurance contract,

c). restore the Vehicle to the condition corresponding to the normal tear and wear.

31. In the cases specified in item 30, the amount of the damages is specified on the basis of the calculation of the repair made by the entity that is an authorized dealer or on the basis of a VAT invoice confirming the costs of eliminating the damage or supplementing the equipment of the Vehicle. In the case of the calculation of a repair, the system Audatex will be used to specify the costs of the repair, and in the case of necessity of purchasing parts, currently binding pricelists of the dealer's parts will be applicable.

32. The Lessee is not responsible for operating damage of the Vehicle. The *Vehicle Handover Protocol* includes only damage of the Vehicle other than operational damage. If the Lessee wishes to call into question damages listed in the *Vehicle Handover Protocol*, he is entitled to submit objections to the said *Protocol*.

33. The Lessor, if the vehicle is immobilised for the period longer than 24 hours, if possible will provide the Lessee with a replacement vehicle. A replacement vehicle should have the standard corresponding to the standard of the vehicle, as far as possible. Making the replacement vehicle available will not be possible if:

a) at least one of the situations happens: the loss of the registration certificate, insurance policy, car keys, registration plate(s),

b) immobilisation of the Vehicle outside the territory of the Republic of Poland.

34. The Lessee is liable to return the replacement vehicle immediately after receiving the Vehicle, but not later than the following day after receiving the information on repairing the Vehicle.

35. In the case when the Lessee loses the registration certificate or the insurance policy or the keys or the registration plate(s) of the Vehicle the lease continues and the Lessor undertakes to immediately restore the missing element.

36. In the case of losing the keys to the Vehicle, the Lessee is liable to immediately secure the Vehicle against theft and to immediately notify the authorized dealer of the Lessor about the loss of the keys and proceed according to the instructions.

37. The vehicles have the full OC –third party and Autocasco cover that exempt the Lessee and the vehicle user from responsibility in the case of a collision and theft within the scope of the standard terms and conditions, except for the exclusions resulting from the general terms and conditions of insuring the vehicles, in particular:

a) deliberate damage of the Vehicle,

b) damaging during driving the Vehicle after drinking alcohol, being drunk, after taking drugs or psychotropic drugs and without a valid driver's licence,

c) in the case when a driver flees from the scene,

d) theft of the Vehicle in the case when a user did not secure the Vehicle against theft, excluding the case of robbery according to the provisions of the general terms and conditions of the insurance contracts,

e) theft of the Vehicle in which all the installed anti-theft devices have not been started,

f) other damage if it has not been paid by the insurer or the perpetrator of the loss,

g) other cases resulting from the general terms and conditions of the insurance contracts and the legal regulations.

38. The Lessee is liable to read the provisions of the policy, the general terms and conditions of the insurance contracts of the vehicle and changes to the general terms and conditions of the insurance contracts of the vehicle and conform to the provisions included in them under pain of responsibility for the damage caused. The binding general terms and conditions of the insurance contracts are published on websites of the insurance companies. The Lessor makes the general terms and conditions of the insurance contracts available to the Lessee upon concluding the lease contract and at any time in the branch of the Lessor. Policies renewed are delivered by the Lessor to the head office of the Lessee at the address indicated for deliveries.

39. The Lessor declares that the Vehicle has the anti-theft security required by the insurer.

40. The Lessee acknowledges that the condition to pay the damages by the insurer is to report the damage by the Vehicle user within the time specified by the insurer. The Lessee undertakes to ensure that in the case of the motor insurance claim or another loss included in the scope of risk covered by the OC –third party or Autocasco insurance of the perpetrator of the damage, the Vehicle user in agreement with the Lessor has reported the loss to the insurer, signed proper declarations required in the procedure of settling the claims, provided the documents indicated by the insurer and met other requirements specified by the insurer.

41. The Vehicle movement outside the territory of the Republic of Poland is permitted according to the following principles:

a) to all the member states of the European Union under the condition of being granted a written consent from the Lessor at the request of the Lessee and after making a proper payment according to the current pricelist placed at the website of the Lessor,

b) to other countries In Europe under the condition :

- that this is in compliance with the territorial scope of the AC policy coverage,

- of being granted an individual written consent of the Lessor at the request of the Lessee,

- of providing a planned period of stay abroad,

- after making a proper payment according to the current pricelist placed at the website of the Lessor and making a possible payment of a fee related with the necessity to purchase an additional insurance (AC extension, Green Card, etc.)

42. The rented Vehicle can be equipped with a GPS tracker and a device enabling the Lessor to lock the starter in the event of violating the terms of the Agreement by the Lessee. The starter lock may be activated in particular in the event of delayed payments under the Rental Agreement or an unauthorised departure abroad. The provisions of this section do not apply if the Rentee is a customer.

43. In the case of driving the vehicles beyond the country borders, the scope of services rendered by the Lessor is limited, and the quality of support depends on the specificity of a given region.

44. During the lease period the Lessor will be liable to repair the partial losses to the Vehicle, exclusively when they cause a threat to the safety of the Vehicle user or third persons..

45. The Lessee is liable to cover administrative fees related with using the Vehicle by the Lessee and imposed onto the Lessor, in particular this regards the payments for parking the vehicle in the paid parking zones and additional payments for not paying fees for parking.

46. The subject of the lease is also a radio constituting the component of the Vehicle. The cost of the radio lease us PLN 5 net and it is included in the lease rent of the Vehicle. The Lease contract of the radio is concluded for the period of the lease contract of the Vehicle and for the same purpose as the lease contract of the Vehicle.

47. For rentals with a term longer than one month, the settlement period is one month.

48. The Renter shall be entitled to terminate the rental immediately in the event:

- a. Default in the payment of rental fee for at least one payment period,  
 b. the occurrence of grounds for charging the administration fee indicated in items 24 or 25 (also in the event of the Rentee exercising the option to waive the administration fee indicated in item 26).

**VI) Personal data**

49. Personal data of the Lessee are processed by the Lessor, i.e. Abacus Spółka z ograniczoną odpowiedzialnością with its registered office in Krakow, ul. Zakopiańska 58b, 30-418 Krakow, entered in the Register of Entrepreneurs of the National Court Register kept by the Regional Court for the City of Krakow – Śródmieście in Krakow, XI Commercial Division of the National Court Register, under KRS number 0000273990, VAT ID no. (NIP): 6771049527, statistical number (REGON): 351047060, share capital: 500,000.00.

50. GDPR is a Regulation of the European Parliament and the Council (EU) of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation). GDPR outlines the rules of processing your personal data applied by the Lessor.

51. The Lessor can be contacted under the address indicated in section 44, phone number: +48 533801801, and email address: wynajem@abacuscars.pl.

52. Data of the Lessee:

a) data provided in the Agreement (in particular: name and surname, phone number, email address, address, company name, VAT ID no. (NIP), national identification number (PESEL), data of the driving licence and the ID card) will be used for the purposes of implementing the Agreement to which the Lessee is a Party, as well as to perform operations prior to concluding the Agreement for the purposes of booking and renting the Vehicle (Art. 6.1 (b) of GDPR); disclosing the said data is voluntary but necessary for concluding and implementing the agreements with the Lessor, whereas the said data will be processed for a period necessary to fulfil the Lessor's obligations under the Agreement concluded with the Lessee and after the expiry of that period, for the purposes of addressing claims pursuant to the said agreements;

b) name and surname, phone number, and email address will be used based on the granted permission (Art. 6.1 (a) of GDPR), for marketing purposes in the form of sending information on the offer and promotions of products and services of the Lessor to the email address and phone number of the Lessee, as well as for the purposes of direct phone contact to present offers, advertisement and promotions; disclosing the said data is voluntary but not necessary for concluding and implementing the agreements with the Lessor, whereas the said data will be processed for those purposes until the said permission is withdrawn.

53. Personal data of the Lessee (in particular: identification data, information on billing and payments) may be used for the purposes of fulfilling legal obligations of the Lessor (Art. 6.1 (c) of GDPR), in particular tax and accounting obligations, e.g. storing VAT invoices; in such cases, data processing will be continued until the expiry of the obligations imposed by the law and disclosing the said data is necessary for concluding and implementing the Agreement.

54. The Lessor may process your personal data for the purposes of pursuing its legitimate interests (Art. 6.1 (f) of GDPR), i.e.:

a) the recovery of payments under the Agreement (in particular, identification data, information on billing and payments), in which case the data processing will be continued until the claims expire or are settled;

(b) protection of the property of the Lessor (including location of the rented vehicle in the event of its loss, misappropriation and theft) and verification of due performance of the Agreement by the Lessee, including verification of the prohibition to leave the territory of the Republic of Poland, (in particular, identification data and location data of the rented vehicle), in which case, the data processing will be continued for a period of 6 months from the date of returning the rented vehicle by the Lessee; whereas the disclosure of the said data is necessary for concluding and implementing the Agreement.

55. If the Lessee 's permission constitutes the legal basis for data processing, the Lessee has the right to withdraw the permission at any time without affecting the lawfulness of the processing, which is carried out on the basis of the permission before its withdrawal. The permission may be withdrawn by contacting the Lessor in a manner specified in section 51.

56. The Lessee has the right to access, rectify or delete the data and restrict its processing, as well as the right to object and to demand to stop data processing or transferring, whereas the said rights may be enforced by contacting the Lessor in a manner specified in section 46.

57. The Lessee is entitled to lodge a complaint to the supervisory body, i.e. the President of the Personal Data Protection Office.

58. Data of the Lessee may be disclosed to entities commissioned by the Lessor to provide marketing services for and on behalf of the Lessor and to other contractors of the Lessor participating in the implementation of the Agreement concluded with the Lessee. In addition, the Lessor may transfer the data of the Lessee to entities providing the Lessor with such services as: accounting, legal counselling, IT, delivery, debt collection, insurance, assistance, mechanical repairs, bodywork and lacquer repairs.

59. For the purposes of section VI), the Lessee shall be also understood as a) driver of the rented vehicle, whose data has been transferred to the Lessor by the said driver or by the person concluding the Rental Agreement, b) any person making a payment under the Rental Agreement.

**TABLE OF FEES (amounts quoted are gross amounts):**

1. Administration fee charged in case of the claim indemnified from the third party insurance policy of the rented vehicle, depending on the value of the claim: in case of claim up to PLN 100,000 inclusive / in case of claim exceeding PLN 100,000.	PLN 1,000 / PLN 2,500
2. Replacement of a lost registration card, license plate or registration sticker on a windscreen	PLN 400 for each element
3. Replacement of keys, locks and ignition due to loss of key	According to the valuation of authorized service + PLN 50
4. Restoration of technical documents (Service Record, Warranty Book, Operating Manual)	PLN 250 for each document
5. Providing written information at the request of law enforcement and administration authorities about the user of the vehicle with which the offence was committed	PLN 100
6. Replacement of non-original / original hubcaps	PLN 100 / PLN 200 for each element
7. Delay in vehicle return (including substitute vehicle) for each day of delay	Three times the daily rental fee
8. Replenish missing fuel	Actual cost + PLN 50
9. Failure to inform the Renter of the availability of the rented vehicle's third party liability policy information.	PLN 2,500
10. Vehicle windscreen damage covered under the rented vehicle's comprehensive insurance policy.	PLN 1,500
11. Removal part of the equipment of the vehicle or making other modifications or alternations without the Lessor's consent	PLN 500
12. Lack of informing the Lessor on the necessity to perform a warranty or non-warranty inspection	The cost of restoring the warranty or PLN 3000 if restoring the warranty is impossible.
13. Lack of informing the Lessor on the necessity to perform technical inspections	PLN 400
14. Returning the car with non-permanent dirt on the seats, upholstery, in the trunk	PLN 300 for each item
15. Smoking Tobacco In the vehicle	PLN 500
16. Towing other vehicles with the rented vehicle	PLN 300
17. Making the vehicle available to a person unauthorised to drive it	PLN 1000
18. Unauthorised movement of the vehicle abroad.	PLN 2000
19. No participation of the Rentee in the process of repairing the damage, pursuant to section 21 of the Terms and Conditions.	110% of repair costs of the Vehicle.
20. Switching off the blockade of a starter after its application, due to the circumstances indicated in the regulations point 39 or the lease agreement	PLN 400

For Abacus Sp. z o.o.

*I declare that I have read the content of the Regulation*

PREZES ZARZĄDU

  
Marek Golemo

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handwritten legible signature