



# User Manual

Welcome to GoGet.pl car sharing!

In this manual, you will find all the information you need to enjoy your vehicle.

Before we hit the road – here are 4 important reminders:

- Check the car for damages before you take it. If you noticed any damages or have any concerns, please report it by App or let us know calling helpline.
- Return the vehicle on time.
- Return the vehicle with no less than a 1/4 tank full.
- Call us with any questions or concerns 24/7.

#### Table of Contents:

1. Entering your car	2
2. Stops during a reservation	2
3. Fuelling the car	3
4. Parking and returning the car	4
5. Cleanliness, returning your car at the end of reservation	5
6. Changing or cancelling your reservation	6
7. Problems or accidents and damages	7
8. Insurance, the scope of package and exclusions	8
9. Billing and payment	11
10. The rates for member with no plan and additional equipment	12
11. Additional fees and contractual fines	13
12. FAQ's	14
13. Terms of Use	20
14. Map of zones and places of return the car and gas stations in Wroclaw	37

## Entering your car

1. Put the card over the reader behind the glass and wait for doors to open.
2. Then, before you get in the car, watch the car around and after entering check if there are the keys, documents and fuel card.
3. If you have any comments to the car and want to report it, you can do so using the application or in the email which you have received after booking. In the email you will find 'comments to the car' under the picture. After clicking on the 'Show submitted comments by users or add your own' you can see all reported comments to the vehicle by other users so far and you can add your own.
4. Please, do not submit your comment, which have been added by another user. You do not carry any responsibility for the damage that has already been reported. If you have any concerns about the cleanliness of the car or there is a problem, please contact us with helpline.
5. Starting the car and drove off means that you do not have any objections to the state of the car, and from now on all the events on the car will go on your account.

Your comments about the state of the car and contact us if found any problems are very important to us. Cooperation in this area will allow us to provide better service to all our users.

## Stops during a reservation

During using a car you can park anywhere and make stops as often as you need. Please just make sure that during these stops the car is locked. You can close the vehicle using your member card by putting the card over the reader for 5 sec.

If you parking in a paid parking zone (A, B, C) in Wroclaw, you do not have to pay for parking. If you park at any other paid parking, fees are on your side.

## Fuelling the car

Each car is equipped with a fuel card BP Routex which allows you refuelling a car at every BP and Statoil station in Poland, and abroad at Aral, OMV and other stations.

As a user you are required to refuel the car in an amount that will leave tank at least  $\frac{1}{4}$  full at the end of using.

Remember that we pay for fuel, so refuelling a car does not cost you anything.

In the unlikely event that you have to refuel on a different station than the one our card can handled, please pay for purchased fuel and take VAT invoice on a GoGet.pl car sharing Sp. o.o. billing data with an indication of registration number of car (Billing data on the back of the User manual). The cost of refuelling will be fully refunded at the settlement of reservation. VAT invoice, please leave inside the car, in the glove compartment.

If you do not take the VAT invoice or it will be without registration number of car, the cost of refuelling will not be refunded.

Map of BP and Statoil station in Wroclaw you will find at the end of this User manual, or you can check stations on our website or on the BP website (<http://locate.bp.com>). On the BP website you will find stations where you can fill up the car in the whole Poland and abroad.

If you book a car for a period of less than 1,5 hours and the level of the tank was less than  $\frac{1}{4}$ , and because of that you had to refuel the car, the cost for one hour will be refunded if you refuel the car full.

## Parking and returning the car

The vehicle can be left at any point in the area marked on the map or on the designated places outside the zones of return.

Please note that the car must be parked in an appropriate manner, at the place designated for parking and in accordance with the rules of the road. Incorrect parked car or car towed away will result in charging additional fee.

The car can not be parked in the parking paid, unless it would be left in the car the parking ticket paid for 24 hours ahead of the end of the book. If you can not pay the ticket forward, the cost of parking will be settled with the booking.

Please also note that you must park the car according to selected place you choose during booking site, ie. If you selected when booking the place of return 'Wroclaw - free zone center', the car must be parked in this area within the limits marked on the map.

You can also park in the place so-called the place of return, which means other city in Poland and is precisely defined and marked on the map on page [www.goget.pl](http://www.goget.pl).

## Cleanliness

Each of our car is cleaned regularly to provide our users the clean and well maintained car. Nevertheless, we kindly ask you to return the car in a good condition.

Please keep the car interior clean, do not smoke in the car, do not leave garbage and do not transport of animals without the boxing intended for the transport of animals.

**Return of the car unclean or with garbage inside may incur additional charges.**

## Returning your car

After properly parked car, please fill out following instructions before the car is closed.

Please make sure that:

- all the windows are closed,
- documents, keys, fuel card are hidden in the glove compartment,
- the fuel tank is refueled over  $\frac{1}{4}$ ,
- there is no left any private things,
- car lights are turned off.

If all above conditions have been met, please close the car by applying your member card over the reader and check that the door is closed.

**Return of the car with a delay of more than 15 minutes may incur additional charges.**

## Changing or cancelling your reservation

Reservation can be canceled, edited or extend as long as it does not clash with other reservations for this car.

- Cancellation within an hour – no additional fees.
- Cancellation after an hour – 25zł.
- Cancellation with setting the car to the indicated address – 25zł + cost of setting the car.
- Making changes in your reservation – no additional fees.

## Changes in your reservation

You can edit reservation before it starts by shortening or lengthening of time, changing the car, change the place of return, and change of accessories. Changes can be made in the system or by calling the helpline. If you can not edit a reservation, please contact the helpline.

## Extending your reservation

If you need to extend your reservation you can do in the system or by calling the helpline. We do not charge any additional fees for extending the reservation.

If the extension is longer than three hours you will be redirected to the operator of payment to cover the difference between the amount of the first reservation and the new one.

Extension up to three hours are settled from the current amount that you paid during making the reservation.

There is no possibility of shortening the reservation. Even if the car would be returned before the end of the reservation.

## Problems or accidents and damages

If you caused the accident or you were involved in the collision, let us know immediately by calling the helpline to get the necessary information and assistance.

If you noticed the damage on the car during your stopover, report it in the comments to the car or notify us about that by calling the helpline

Each of our car is fully insured, and therefore you do not incur costs in the event of damage from third party fault, force majeure or random events.

Liability for damages in the form of deductions part of the deposit or the whole are when you acted to the detriment of the car intentionally or you are the culprit the traffic incident.

Police is pointing a person who is guilty of the road collision and the decision about the guilty person which was taken by the Police or other departments empowered to do so is for us binding.

If the police said that you were the culprit of the road collision, you would be deducted your deposit an amount corresponding to the amount of damage, but not more than 100% of the deposit.

If the police decides that the culprit of the road collision is not you, but the third party, you will not be deducted your deposit.

## Insurance, the scope of package and exclusions

Each user is being covered by insurance under the basic package.

The scope of the basic package is described below and in terms of use.

The basic package is included in the rental price. The package can be changed to package extended by the payment of an additional fee.

City car	99 zł / 39 € / 29 £ / 39 \$
City car, compact	149 zł / 59 € / 49 £ / 59 \$

User can select categories of cars to be covered by the extended package.

The fee increases with the category and includes all the lower categories, including selected.

**The fee for insurance is a one-off and non-refundable. The insurance period lasts all year from the date of the beginning of the insurance.**

Expanded insurance package is mandatory for users under 23 years of age.

### **Basic package**

Includes :

- ✓ road collision caused by third party
- ✓ theft
- ✓ fire
- ✓ act of vandalism

User is covered by insurance in the basic package, ie. can not be held financial responsibility for the above-mentioned events, provided the following comments :

- damage was not caused by the intentional actions,
- damage is not created while driving under the influence of alcohol or intoxicated, after using drugs or psychotropic substances, and / or without a valid license,
- damage has not occurred as a result of exceeding the speed limit by at least 30 km per hour or in the event of committing another serious violation of traffic rules (insurer reserves the participation of self-insured - franchise or comes to the total exclusion of the insurer's liability for damage),
- user did not escape from the accident site,
- damage has not occurred as a result of driving by a person other than user or the additional driver (exception: emergency driver by point 37 of the terms of use),
- damage has not occurred as a result of negligence of user (eg. not properly secured the car, leaving open the car without supervision, etc.),
- user will notify about a road collision, theft, fire, vandalism within 24 hours including required documents (form accident, the statement perpetrator, etc.),
- in the event of road collision user send complete information about the event, ie. completed and signed an accident form, information on events, the data perpetrator, data of witnesses, if they are within 24 hours of the event.

Not include :

- ✗ road collision caused by user or together by user and third party
- ✗ damage to tires, rims, interior, headlights, windows, exterior
- ✗ puncture
- ✗ damage to the clutch and gearbox
- ✗ financial losses due to downtime because of repairs
- ✗ the costs of tow trucks

## **Extended package**

Includes :

- ✓ road collision caused by User or a third party
- ✓ theft
- ✓ fire
- ✓ act of vandalism
- ✓ damage to tires, rims, interior, headlights, windows, exterior, puncture
- ✓ damage to the clutch and gearbox
- ✓ financial losses due to downtime because of repairs, the costs of tow trucks

User is covered by insurance in the extended package, ie. can not be held financial responsibility for the above-mentioned events, provided the following comments :

- damage is not created while driving under the influence of alcohol or intoxicated, after using drugs or psychotropic substances, and / or without a valid license,
- user did not escape from the accident site,
- damage has not occurred as a result of driving by a person other than user or the additional driver (exception: emergency driver by point 37 of the terms of use),
- damage has not occurred as a result of negligence of User (eg. not properly secured the car, leaving open car without supervision, etc.),
- user will notify about a road collision, theft, fire, vandalism within 24 hours including required documents (form accident, the statement perpetrator, etc.),
- in the event of road collision user send complete information about the event, ie. completed and signed an accident form, information on events, the data perpetrator, data of witnesses, if they are within 24 hours of the event.

## Billing and payment

In GoGet.pl system you can use the car in two methods of payment.

The first method is a user without a plan (subscription) with a deposit for each booking.

The second method is a user who chose a plan (subscription) and signed a membership for 6, 12 or 24 months. In the plan you get additional discounts and pay only once a single deposit, which now is used for billing and you do not have to pay a deposit for each booking.

During the booking you are paying for the time and the estimated number of kilometers.

If you do not have a plan (subscription) you also pay a deposit.

**The payment is settled after returning the car. If you made less kilometers than the amount you paid for, it would be returned to you the difference. If more, the excess will be deducted from the deposit.**

You can rent the car for hours or days. If you need a car for more than 12 hours, it is better to book a car for the day, because the fee for the day is the same as for 12 hours.

After booking is finished, you will get from us the bill in the mail and optionally an invoice in electronic form.

On the bill, there is such information as:

- net amount, gross (total and positions)
- total and broken down into positions of number of reserved time and cost
- total and broken down into positions of distances traveled and the cost of
- optional attachment with a map with made routes.

You can chose two types of the bill, simplified and extended. The extended bill includes an attachment with map with all the trips you made.

Simplified bill is designed to provide privacy, if you do not want the map with trips to get into the hands of a third party.

## The rates for member with no plan and additional equipment

Type of car	Vehicle	One hour	One day	Cost of 1 km
City car	Ford Fiesta	9 zł	89 zł	0.9 zł (0.5 zł <sup>1</sup> )
Compact car	Hyundai i30	12 zł	119 zł	1 zł (0.5 zł <sup>1</sup> )

Rates are gross.

<sup>1</sup> The rate per kilometer by taking more than 100km in a single reservation. There is no daily mileage limit

### Deposit (payment by credit card or online transfer)

City car	250 zł
Compact car	500 zł

### Additional equipment

Child safety seat 0-9kg	20 zł*
Child safety seat ISOFIX 9kg-18kg	40 zł*
Child safety seat ISOFIX 15kg-36kg	40 zł*
Booster seat	20 zł*
Snow chains	20 zł*
Navi GPS	Za darmo
Roof rack - BOX	80 zł*
Portable fridge	30 zł*
CB-radio	50 zł*
Permission to go abroad	50 zł*

or additional fees.

<sup>2</sup> The rate for one kilometer when doing more than 100km during one booking. Up to 100km the cost of one kilometer is 0zł. The rate starts counting after beating 100km.

\* One-time fee regardless of time of booking

## Additional fees and contractual fines

<b>Additional fees</b>	
Sign up and member card	Free
Return the car in the free center zone (area marked green lines on the map)	Free
Return the car in outside center paid zone (area	25 zł
Setting the car to the indicated address in the zone	50 zł
Extension of reservation, if there is no reservation after	Free
Making changes in your reservation or cancellation	Free
Cancellation after an hour	25 zł
Cancellation after an hour with setting the car	25 zł + cost of setting
Return car with late	
- up to 15 minutes	Free
- from 15 to 60 minutes	20 zł
- over 60 minutes	20 zł + the amount of hours
Return car with late, if there is reservation by another	50 zł
Arrival GoGet.pl staff as a result of an unfortunate	Free
<b>Contractual fines</b>	
Driving the car by unauthorized person	50 zł
Not paying the ticket/fine	The amount of fine + 50 zł
Smoking	100 zł
Losing keys	50 zł
Lack of registration document, insurance, registration plate	100 zł
Damage was caused by the fault of driver	the amount of deposit
Lack of the fuel card	50 zł
Abuse the fuel card	150 zł

## FAQ's

### How can I get the keys?

You do not have to look for them anywhere, they will be waiting for you in the car (in glove compartment). GoGet.pl member card gives access to the car only you.

### Can I do a one-way trip?

Yes, but remember to leave the car within the boundaries of the zone. Zones are shown on the map on the last page of this User manual and on [www.goget.pl](http://www.goget.pl).

You can leave the car in free of charge zone named "free zone center" (green lines on the map) or in paid area named „Off-center paid zone" (blue lines on the map).

If you want to leave your car in another city all over the country, select the city where you want to return your car.

### What will happen if I return the car with a delay?

Firstly, please do not do this because it is possible that someone booked the car after your reservation and is waiting for your car.

If it happens, please contact us so that we can extend your reservation and alert the next user of this situation. In such a case, when you extend your car reservation, you will be charged an additional fee according to the Terms of use. Please notice, that we do not always have the ability to extend your reservation - someone may have booked your car and will not agree to a time shift or for another car.

If you want to extend your reservation of the car which no one has booked after you, then you can simply extend your reservation for few hours without any extra charges.

You can extend your reservation yourself using our system, using the smartphone application or by calling the helpline.

### Can I drive out of Wrocław?

Yes, of course. You can move around Poland, but car return must be in one of the two return zones in Wrocław and arounds (see map at the end of this User manual) or in another city if you have chosen during your booking option to return the car in another city and pay the return fee.

### If there is no car in my area and I would like to use it, what can I do?

The number of cars is limited, so it can happen that the car won't be in your neighborhood. If you would like the car to be available in your area more often, simply contact us and we will try to bring you GoGet car.

## FAQ's

### **I noticed damage to the car before I got into it. Should I report it?**

If you noticed the damage on the car, report it in the comments to the car or let us know by the helpline.

Before reporting damage on the car, at the page 'comments to the car', please check that no one had reported the damage before you. If the damage has been already reported, you do not have to report it again. For the already reported damages, you do not incur liability.

Each of our car is fully insured, and therefore you do not incur costs in the event of damage caused by the fault of a third party, force majeure or acts of God.

### **Someone damaged the car when I was gone, what now?**

If you noticed the damage on the car during your stopover, report it in the comments to the car or notify us about that by the helpline.

Each of our car is fully insured, and therefore you do not incur costs in the event of damage caused by the fault of a third party, force majeure or acts of God.

### **Can a person who is not a GoGet.pl user, can drive a car?**

Unfortunately not, but you can add the additional driver to your account. Only registered users can drive a car. If you let driving a person who is not a member or has not been added as a additional driver to your account, your account will be suspended.

Our insurance covers only persons who are registered users and drivers.

If you want to add a driver to your account, you can do it on our website, after that that person will be entitled to drive the car, but you will be responsible for the car and the bills will be on you.

The only exception, when non-registered person can drive a car is life-threatening event.

In emergencies where the life or safety of the user or another person is at risk or if the user can not drive independently for reasons beyond his control, he or she may drive the vehicle under an unregistered user under the following conditions:

- a) user will contact GoGet.pl to obtain a permit for the driver of emergency who is not a registered user.
- b) user will check whether the driver of emergency has a valid driving license.
- c) user makes sure that the driver of emergency is capable of driving and he is not under the influence of any narcotic substance.
- d) user will be a passenger of this car.

## **FAQ's**

Registered user is responsible for any fees, costs or damages resulting from driving the car by the driver of emergency.

Failure to comply with the above conditions is the basis for the suspension of user and charge a penalty fee for driving a car by unauthorized person according to the price list.

### **Can I smoke in the car?**

Smoking is forbidden in all vehicles. If we find that you smoked inside the vehicle, you will be charged a penalty in accordance to the price-list on website [www.goget.pl](http://www.goget.pl), and we may suspend your account.

### **Is it possible to transport animals?**

Yes, but under one condition. Animals must be in the appropriate boxes adapted for transport of animals. The owner is required to clean up after his animal.

### **Do I have to wash the car?**

It depends on what you did. The cars are completely cleaned several times a week and Users are not committed to cleaning, but nevertheless if you leave behind yourself a mess, we can charge you the cost of cleaning.

### **What about fuel? Do I need to refuel the car every time?**

Fuel is included in the price. Users are responsible for ensuring that the tank was refueled at least 1/4 of after finished driving for the next user. Every car has a fuel card BP Routex that can be used only by users.

Each fueling is monitored by us via a data communications system, so attempts to defraud the fuel will end with our immediate response.

### **I'm running out of fuel and there is no station with BP fuel card Routex. What then?**

In such a situation where you need to refuel car at a different station than the station with BP Routex, it is possible as long as you provide VAT invoice for fuel for the company GoGet.pl car sharing Sp. o.o. and leave the invoice in the car at the end of reservation or send it by mail.

Delivered to us invoice for the fuel is the basis of money back for User.

## **FAQ's**

### **Can I open and close car with the key?**

No. Because the car is designed to open and close the car by the Member card or by smartphone.

The keys are only used for ignition of the car and always have to be left inside the car.

### **What to do if I get fine?**

When you use the car you are a driver, so you are responsible for committing traffic offenses.

The fine is issued on a person who is a driver, so GoGet.pl is not responsible for your fine.

### **I parked in a prohibited place and Municipal Police arrived, what now?**

The fine for parking in a prohibited place should be paid by the driver. In a situation where you parked illegally and already had arrived Municipal Police, let us know about it and work it out with the guards.

If it is a reason to extend the reservation time, the fee for for extra hours will be added to your bill.

### **I caught a flat tire, what to do in such a situation?**

If you caught a flat tire, a spare wheel, jack and the necessary keys would be in the trunk. Please tell us about that situation and we will extend your reservation an hour longer for free.

The vehicle is also equipped with a fire extinguisher, first aid kit and a reflective vest help.

### **I parked in a prohibited place and Municipal Police set up a lock on the wheel, what to do?**

In such a situation, let us know and contact with the Municipal Police. Costs of removing the lock are on your side and, if time of reservation runs out before removing the lock, there will be added an extra hours to the bill.

If you leave us with a locked car, you will be charged a penalty in accordance to the Terms of Use, which one will be deducted from the deposit and your membership in GoGet.pl may be suspended.

### **I lost my Member card, what should I do?**

If you have lost your Member card, it is no problem, just let us know and we will send you a new one.

Additional fee for new card is 10 PLN.

## FAQ's

### **What if the car breaks down on the road?**

In such a situation, call us and we provide another car and you will also get one hour free, just to cover the time for providing replacement car.

### **I can not open or close the car.**

If you apply your Member card into the reader, and there is no reaction, please wait a while and try again. It happens when you book the car a several minutes earlier.

In such a situation, wait for a few minutes. This is related to the car communication system that transmits information about the user's access privileges.

### **I finished using the car and I left the car where I wanted. What will happen with the car?**

You finished your reservation and you left the car where you wanted and now you are wondering what will happen with the car?

In this case, there are two possibilities.

First. You can book a car again or someone else will do so, who lives near you and needs a car.

Second. The car will be replaced to another location by GoGet.pl.

### **Can I use the car for business purposes?**

Yes, absolutely. We issue invoices for using GoGet.pl cars that the company may count as the cost of operations.

Self-employed, consultants, specialists working especially in the downtown area, will find in the car sharing a cost-effective solution for their needs.

For companies we prepared a special subscription that allows you to use our cars at very attractive rates. For more information visit our website [www.goget.pl](http://www.goget.pl).

### **I am under 23 years of age. What kind of insurance I need to have?**

Every user who is not over 23 years of age is required to take out insurance at extended package.

In the case of lack of insurance at extended package and had an accident, the whole deposit may be deducted regardless of who is guilty of causing damage to the car.

For more information about insurance, read this User Manual or visit our website [www.goget.pl](http://www.goget.pl).

## FAQ's

### **How far in advance can I book a car?**

You can book the car several months in advance or 5 minutes before the journey.

About 50% reservations is done at the same day.

### **Will the car be available when I need it?**

The number of cars in our fleet is limited and it is natural that the number of cars available at a given moment vary and dependent on the location in which you are.

Therefore, our users can check on the website or in the app where is a map updated on-line, where are GoGet cars, and whether they are free or when other booking is ending and at what time the car will be available again.

### **How often can I book a car?**

You can book GoGet car as many times as you want. We do not have any limits.

If you need to book a few cars a day is no problem. You can do it, if they are available. You can check this in the system.

### **What can I do when I booked my car and is not available because the previous user is late with return?**

Car sharing works when our members know what is responsibility and respect for others. This means that they know how to plan their time and return the car on time.

In the case that you have already booked a car, which previous user is late with return and we are informed by him about this delay, we will call you to inform about the possible options in this situation.

In that case our policy provides our members another car, which is located somewhere else with compensation of three hours for free.

A user who does not return the car on time will be charged extra.

### **Can I go abroad with GoGet car?**

Yes. Just during making a reservation remember to select the "Consent to travel abroad." Permission to travel abroad is payable additionally, because it requires us to deliver Green Card and make additional steps in order to let you go abroad.

## Terms of Use

### 1. General Provisions

1.1. These terms of use specify the terms and conditions of use of the Car belonging to the company GoGet.pl car sharing Sp. z o. o. [Ltd.] (hereinafter referred to as: GoGet.pl), in particular, the conditions, the scope of rights and the duties and responsibilities of the users with option to rent the Car belonging to GoGet.pl.

1.2. Annexes to these terms of use are:

- a) Registration form,
- b) User manual,
- c) Rates.

1.3. User is required to read the content of these terms of use and annexes before signing the contract for services by GoGet.pl. Acceptance of the regulations and the fulfillment of all conditions is the basis and condition of permission to hire Cars in the possession of GoGet.pl.

1.4. These terms of use with the Privacy policy is available free of charge at the website [www.goget.pl](http://www.goget.pl). This document is also in every Car (in User manual) and in the office.

### 2. Definitions

Definitions used in these terms of use means:

**"Plan"** – a prepaid right to use the Car with the Rates for the selected Plan set on the basis of an additional agreement for a fixed term, 6, 12 or 24 months.

**"Car"** – means a vehicle that is owned or leased by GoGet.pl, including all moving parts belonging to the vehicle.

**"Replacement car"** – means a vehicle that is owned or leased by GoGet.pl, including all moving parts belonging to a vehicle made available for User in the event of breakdown of Car or other events described in these terms of use.

**"Authorization hold on debit card"** – is blocked funds calculated in accordance with the Price List for the benefit of future charges to GoGet.pl. Charges include: deposit and the amount for the reserved hours / days and the amount for the estimated number of kilometers stated during the reservation.

**"Bonus"** – a one-time amount granted by GoGet.pl for User according to established separate rules. The bonus can be granted for registering, for recommending a new user or for any other freely defined action. The bonus will be added to the balance in User's account and cannot be paid out by User.

**"Rates"** – means the current list of basic fees for using the services of GoGet.pl with additional fees and contractual fines. The current Rates is available on the website [www.goget.pl](http://www.goget.pl).

**"Deposit"** – is the amount paid by User at the rate defined in the Rates as a Securing receivables to GoGet.pl and associated with Plan. The deposit is paid for a defined period of time in accordance with Plan period, 6, 12 or 24 months. The deposit is returned in full at the end of the contract if no liabilities towards GoGet.pl. If there are liabilities to GoGet.pl this amount will be refunded reduced by value of these liabilities.

The value of the deposit is the minimum value in User account to let User make a reservation. If the User's account balance falls below the Deposit, it means a User cannot make any reservation until replenish the Deposit to the value required. The deposit may be paid out during the Plan period and this results in no possibility to make a reservation.

**"Additional driver"** – means an additional driver of the vehicle, which was added by User and is authorized to use Cars. User is responsible for an additional driver.

**"GoGet.pl"** – means an entity providing rental services and car sharing service, which is owned by GoGet.pl car sharing Sp. z o.o. [Ltd.] based in Wrocław, postal code 50-537, Pieszycska 17 Street, registered in the National Court Register in the District Court for Wrocław, VI Commercial Department No. 0000522312, NIP PL 899 275 71 69, REGON 022493801.

**„Infoline"** – means phone contact with GoGet.pl employees during working hours 7:00 - 22:00 or in emergencies round the clock seven days a week. The cost of calls to the infoline by the operator rate. Calls are recorded. Infoline is available in Polish and English.

This infoline number 801 011 067 is for calls from landlines in the country and +48 71 724 21 24 is for calls from landline, cellular and mobile incoming calls from abroad.

**"Fuel Card"** – means the chip card, which belongs to GoGet.pl and is used to refuel Cars. Fuel card is owned by external company and can be used only at designated stations. List of stations is located in the User manual. Fuel card can be used only for Car belonging to GoGet.pl and only during Reservation.

**"Member Card"** – means a proximity card that is used to open and close the Car and is belonging to one person, to User or to Additional driver. The card can also be used by Additional driver with the knowledge and consent of the user. The card is owned by GoGet.pl and User is obliged to notification of loss or theft of the card. Next card issue may be charged extra.

**"Deposit temporary"** – this is the amount of money pledged as Securing for in the event of breach of contract by User at the rate defined in the Rates. The deposit temporary is refundable and shall be paid at the time of making a reservation and refunded to User at the moment of the Settlement.

**"Map"** – is an interactive map available at website [www.goget.pl](http://www.goget.pl), which is used as information about the location of Cars, Pods and Zones. Using Map is free.

**"Place of return"** – a place where the Car can be left after finishing Reservation. The place of return can be any parking space for motor vehicles within the Zone. Rules of using of such places within roads determines the Highway Code. The place of return might be also a pod within the Zone or designated parking space outside the Zone (if User travel to another city in

**"Operator of payment"** – is an external company that mediates payments between User and GoGet.pl. Operators of payment are:

a) Settlement Center PayPal - website functioning at paypal.com, administrated by the company PayPal Inc., based in San Jose (California 95131, US), 2211 North First Street.

b) DotPay Settlement Center - website functioning at dotpay.pl, administrated by the company under the name Dotpay based in Kraków (30-552), ul. Wielicka 72, registered under KRS number 0000296790, the registry records kept by the District Court for Krakow - Śródmieście in Krakow, XI Commercial Division of the National Court Register, which has share capital by the amount of 4 000 000 PLN.

c) Settlement Center Allegro - Website functioning at payu.pl, administered by the company under the name Allegro SA with its seat in Poznan (60-166), ul. Grunwald 182, registered under KRS number 0000274399, the registry records kept by the District Court for Poznań - Nowe Miasto and Wilda, VIII Commercial Division of the National Court Register, having its share capital by the amount of 4 000 000 PLN.

**"Prepayment"** – means a positive balance in User account, on which are funds deposited by User "from above", in the form of a prepayment or added by GoGet.pl within the Bonus or charges from GoGet.pl to User. Funds on User's account are available for the services provided by GoGet.pl. Funds can be paid out at any time by User, except the value of the granted Bonus.

**"Pod"** – means a designated parking space, or the entire parking lot where cars are parked. User can pick up the Car and leave it on the Pod. List of Pods is on the Map, the website [www.goget.pl](http://www.goget.pl) and in the User manual.

**"Registration"** – means properly filled out the registration form on the website and send it to the System or fill in the form in hard copy in the office.

**"Reservation"** – for the Reservation parties understand the Contract for provision of rental services of Car in a continuous period of time in which GoGet.pl undertakes to make available a booked Car and User gets into possession of the Car and agrees to abide by of this terms of use and pay for the use according to the current Rates after the reservation is finished. Reservation takes effect only when User makes a payment for the Car, that is pay the cost of the reserved hours/days and an amount for estimated number of kilometers calculated during Reservation.

**"Settlement"** – is a settlement of payment made at the time of Reservation along with an optional lock on the credit card or deposit temporary paid, and the final cost of Reservation. Charges which are settled are: cost for reserved hours/days, number of kilometers which have been done and/or any additional fees and contractual fines.

**"Zone"** – zone is a geographical area specified on the Map. In Zone there are Cars which are available to get. Zone defines an area in which the Car may be also left after Reservation is finished. Under the "free zone center" Cars can be left without an additional fee for return. In the "off-center paid zone" User may be charged additional fees for returning the Car. to handle Reservation and processing of mutual information between User and GoGet.pl.

**„System”** – a set of cooperating devices and software that provides processing and storage, as well as sending and receiving data via telecommunications networks by using appropriate for the type of network, terminal equipment within the meaning of the Act of 16 July 2004. - telecommunications Law (Dz. U. of 2014. No. 0, pos. 243, as amended. d.) [2]. The system was designed to handle Reservation and processing of mutual information between User and GoGet.pl.

**„Damage”** – is any kind of damage on the object belonging to GoGet.pl or to the third party where User is responsible for the creation of this damage. User is responsible for material damages according to type of Insurance, which have been covered at the time of the damage.

**„Insurance”** – Any User is covered by Insurance in the basic package, that is responsible only for specific damage described in section 30 of this Terms of use. User may be responsible for a smaller amount of damage if he buys insurance in extended package. Users under 23 years of age are obliged to buy insurance in extended package.

**„Contract”** – indicates otherwise the Car lease agreement concluded each time by making a reservation and payment. The contract is concluded in accordance with the provisions of this terms of use. The contract starts at the time of Reservation and lasts until the final Settlement.

**„User”** – means a registered user of person or legal entity, who is familiar with this terms of use with the attachments and filled and sent the registration form while accepting the whole content of this terms of use. User is responsible for the Additional driver.

**„Securing”** – is a form of collateral to cover the amounts due arisen from breach of the provisions of this terms of use by User or claims that arise during Settlement. The securing can be in the form of lock on a credit card or money security Deposit or Deposit temporary.

### **3. Conditions for participation in the GoGet.pl system**

3.1. User can be a person who:

- a) is at least 18 years of age,
- b) has a valid driving license (in the case of a foreigner - a valid international driving license),
- c) has a credit/debit card or has funds on the account in the amount sufficient to cover Deposit or Deposit temporary and any fees for using the Car,

3.2. User may also be a legal person or an organizational unit without legal personality on whose behalf the agreement contains a person meets the requirements set out in point. 3.1.

3.3. Requirements set out in point 3.1. are valid for the entire period of the Reservation. If there is some non-compliance with requirements referred in point 3.1., GoGet.pl will be entitled to terminate the Contract with immediate effect.

3.4. The Car can be driven only by a person fulfilling the requirements set out in point. 3.1. The Car cannot be subleased or transferred to another person for use without the prior written consent of GoGet.pl. The Car cannot be given to not registered person in the System as an Additional driver.

3.5. GoGet.pl reserves the right to change the requirements set out in point. 3. due to the requirements of the insurance company which provides insurance.

#### **4. User active and User suspended**

4.1. Active User is a person or a legal person who registered in the System and successfully passed the verification.

4.2. User active becomes User suspended at the time when:

- a) brakes one of provision of the terms of use,
- b) does not pay the amount due for GoGet.pl,
- c) report the resignation from services provided by GoGet.pl.

4.3. User suspended cannot make a Reservation.

4.4. User suspended may obtain the status of User active after paying receivables towards GoGet.pl and/or on the basis of a decision GoGet.pl.

#### **5. Unverified User**

5.1. Unverified User is a newly registered person or legal person who filled out a registration form.

5.2. Unverified User goes through the verification of given personal data and the authenticity of driving license. Positive verification automatically means changing the status for User active. Negative verification means maintaining the status as the unverified User until the data is completed by User.

5.3. Unverified User cannot make a Reservation.

5.4. Verification can last for any period of time.

5.5. Any change of personal data by User means change the status for unverified User and re-verification of the data provided.

#### **6. Additional driver**

6.1. You can register Additional driver to your account if he is at least 18 years old and he has a document confirming possession the right to drive a vehicle mentioned in point 3.1.b.

6.2. Additional drivers can be added only by User with a Plan.

6.3. User is responsible legally and financially for registered Additional driver.

6.4. If User removes Additional driver, there must be mail notification or fill out a form on the website [www.goget.pl](http://www.goget.pl).

#### **7. Reservation**

7.1. The Car must be booked before each use by making a reservation using the System or via the Infoline.

7.2. Reservation begins every 15 minutes and lasts for at least 60 minutes.

7.3. Reservation in the range from 13 up to 24 hours costs as Reservation per day.

7.4. Reservation longer than 24 hours costs as per day plus the cost of hours above 24 hours. (Reservation for example: 27h is the cost of one day plus 3h).

7.5. The maximum time of one reservation is 7 days.

#### **8. Canceling or make changes in the Reservation**

8.1. If User wishes to cancel the Reservation within an hour of making the Reservation or make changes in the Reservation (transfer/extension or shortening), an additional fee will not be charged.

8.2. If User wishes to cancel completely the Reservation, an additional fee may be charged according to the Rates.

## **9. Change the reserved Car**

9.1. User can change the Car within the same Reservation on the Car of the same value or lower without any additional fees.

9.2. In the case of changing the Car, which has required a higher Deposit than the Car already booked, will be necessary to cancel existing Reservation and make a new one. Additional fee may be charged according to the Rates.

## **10. The extension and shortening Reservation**

10.1. Reservation can be extended.

10.2. Extension of the Reservation on the Car that have not been pre-booked by another User is possible. In this case User will not be charged any additional fee.

10.3. Extension of the Reservation on the Car that have been reserved by another User is possible, but in this case, User may be charged an additional fee according to the Rates.

10.4. With the start of Reservation, there is no option for shortening, even if the Car is not going to be used.

## **11. Reservation unsuccessful**

11.1. Reservation can be canceled due to reasons beyond the control of User and GoGet.pl, eg. due to lack of air in a wheel, break into vehicle, extreme weather conditions, accident or other circumstances prevent the use of the Car.

11.2. In the case of cancellation for reasons specified in point 11.1., User will not be charged any fees from the Reservation.

11.3. In the case where User could not complete the Reservation for independent reasons, specified in point 11.1., GoGet.pl will do everything what is possible to provide User with the Replacement car and the Settlement will take place according to a new Reservation.

## **12. Reservation delayed**

12.1. User can start the Reservation later or not at all due to another User who is late with return the Car or extended the Reservation. In this case GoGet.pl will do everything what is possible to provide User with the Replacement car and the Settlement will take place according to a new Reservation.

12.2. In the situations specified in point 12.1., User will receive a bonus in the amount determined by case basis, which will be included in the Settlement.

## **13. Integrity of the Car**

13.1. Under no circumstances, User cannot permanently take out the following items:

- a) the keys, except stops during Reservation,
- b) registration certificate,
- c) insurance policy,
- d) fuel card,
- e) fire extinguishers, first aid kits, warning triangle, cables to the battery, jack and wrenches,
- f) User Manual, an accident form.

## **14. Safety and Car review before using**

14.1. Before using and return the Car, User or Additional driver is responsible for reviewing the Car for safety.

14.2. The car review involves seeing the Car around to see if there are any contraindications to start driving, as the lack of air in the wheels, struck glass and other defects that prevent safe driving.

14.3. User is obliged to inform the GoGet.pl through the Infoline or fill out a special form on the website [www.goget.pl](http://www.goget.pl) in the 'Notes to the car', if stated contraindications to drive the Car.

14.4. Before use the Car, User should check the glove compartment if there are following items:

- a) the keys,
- b) insurance policy,
- c) registration certificate,
- d) fuel card,
- e) User Manual, an accident form.

14.5. In case of lack any of the above mentioned items, please contact GoGet.pl.

14.6. User cannot drive the Car, if the keys, insurance or registration certificate is missing.

14.7. If there is no keys and/or registration certificate and/or insurance, Reservation will be canceled and User will not be charged. In this case, GoGet.pl will do everything what is possible to provide User the other Car or provide the missing items.

14.8. If User has got comments to the Car, he can submit his comments by the System by adding any comments along with photos.

## **15. Document of authorization for driving**

15.1. When using the Car, User must have a valid document entitles to drive the vehicle.

15.2. The right to use the Car is subject to possession of a valid document entitles to drive the vehicle.

15.3. If the document authorizing to drive the vehicle is suspended, withdrawn or terminated, for whatever reason, the right to use the Car will terminate immediately.

15.4. User is obliged to inform GoGet.pl immediately of any suspension, expiry or revocation of driving license which automatically results in a transition in the status of the User suspended, unless they are registered additional drivers.

## **16. Driving the Car and behavior in it**

16.1. User agrees to drive the Car carefully.

16.2. User agrees to return the Car clean inside and report any disorder found in the Car at the beginning of Reservation, and the proper securing Car against theft.

16.3. User is responsible for any damage that will result from careless driving.

16.4. User is responsible for complying the following rules:

- a) Children under 12 years old must be in a child seat in the rear seat. Use a child safety seat appropriate for the age and size.
  - b) Smoking in the Car is prohibited.
  - c) The animals are accepted as long as User will ensure that the Car is properly protected against animal fur and User will use a container to transport animals. User is responsible for cleaning the Car if the animal was not locked in the container. Violation of cleanliness may result in charging an additional fee according to the Rates.
- 16.5. The Car cannot:
- a) Take a part in any race or competition.
  - b) Be used for illegal purposes or committing a crime.
  - c) Be run by User who is under the influence of any narcotic substance.
  - d) Be used to tow another vehicle.
  - e) Be used for transporting materials above the permissible load.

16.6. The Car cannot drive into car repair shops, service stations or other service providers repair of cars for more than an hour of time under the threat of loss Deposit temporary or Deposit.

## **17. The correct Car return**

17.1. User is obliged to properly return the Car before the end of Reservation.

17.2. The correct Car return means:

- a) Parking the Car at one of Pod or within the Zone or at the Place of return outside the zone.
- b) Closure the Car using the Member Card or by the System (closing both doors and windows).
- c) Check if the Car have all the documents that were inside the Car at the time of pick up (license plate, registration certificate, insurance policy, the keys).
- d) Ensuring that the Car interior is cleaned up.
- e) Ensuring that the fuel tank is refueled in at least a quarter.
- f) Safe removal of the keys from the ignition and put them in the glove compartment along with the rest of the documents.

17.3. If the Car is not properly returned because of one of the above reasons, may incur an additional fee according to the Rates depending on what point has not been met.

## **18. Car return with delay**

18.1. User is obliged to return the Car before the end of Reservation correctly (see section 17).

18.2. In the case Car return with delay, may incur additional fees according to the Rates.

18.3. Car which was not returned more than 2 hours from the end of Reservation and User did not notify GoGet.pl about return the Car with delay is treated as stolen and will be taken immediate measures to recover Car (see section 19).

## **19. Failure to return the Car on time**

19.1. If User do not return the Car within two hours of the end of Reservation and fails to notify GoGet.pl about extension, GoGet.pl will try to contact with User and with "contact person in case of an emergency" three times by phone.

19.2. If there is no possibility to contact with User and User did not inform in advance about the possibility of finding himself in an area where there is no signal, the Car will be reported to the police as a "stolen" and will be taken the intervention of the security company to recover the Car.

19.3. In the case described in the above section Securing shall be forfeited in full to GoGet.pl.

## **20. Fuel and rules on the reimbursement of costs for fuel**

20.1. User is obliged to replenish the fuel tank when drops below half during the trip.

20.2. There is the Fuel card in every Car to refuel gas at GoGet.pl expense.

20.3. In the case where User will have to refuel at a gas station where Fuel card is not supported, reimbursement for fuel will take place at the Settlement.

20.4. Basis for reimbursement for purchased fuel is a VAT invoice issued on GoGet.pl and left in the Car after finishing Reservation or send to GoGet.pl.

20.5. The amount of the invoice will be deducted from the bill and settled together with the payment.

## **21. Taking care of Car**

21.1. User responsibility is care about the Car, replacement bulbs burned during using and complement fluids and use proper fuel.

21.2. If User used the wrong fuel and caused the damage, User would be charged the cost of repair up to the amount of Securing.

## **22. Cleaning**

- 22.1. GoGet.pl provides regular Car washing and cleaning.
- 22.2. User is responsible for keeping order and cleanliness while using the Car.
- 22.3. In the case of return an unclean Car, User may be charged an additional fee according to the Rates.

## **23. Maintenance & repair services**

- 23.1. GoGet.pl takes care of regular maintenance all the Cars, ie. checks the oil level and other functional fluids and operating items (eg. bulbs, wipers, etc.).
- 23.2. If during using the Car, liquids (eg. a windshield wiper) will run out, User can complete this liquid on his own and the cost will be settled at the end of Reservation when is provided a VAT invoice for purchased product.
- 23.3. Single limit of reimbursement for expenditure is 12 PLN gross.
- 23.4. This rule also applies to other exchangeable elements, for example, bulbs
- 23.5. In the case of activating one of indicators on the dashboard, User is obligated to immediately notify GoGet.pl. Failure to do so may result in liability for any damage to the Car.

## **24. Car breakdown**

- 24.1. In case of Car breakdown, section 25.1 applies.
- 24.2. In case of Car breakdown from User fault, GoGet.pl will do everything what is possible to provide Replacement car and User will be charged a transportation cost from Wrocław according to the rate 2zł/km and may be charged an additional fee according to the Rates for arrival GoGet.pl employees.
- 24.3. In case of Car breakdown from User fault outside the country GoGet.pl will do everything what is possible to provide Replacement car and User will be charged a transportation cost from Wrocław according to the rate 1,5zł/km and provide a Replacement car and charged a transportation cost by the rate 1zł/km and may be charged an additional fee according to the Rates for arrival GoGet.pl employees.

## **25. Replacement car in case of Car breakdown**

- 25.1. GoGet.pl will do everything what is possible to provide Replacement car in case of Car breakdown without additional fees, on condition that the cause of breakdown was not User fault.
- 25.2. In the case where Replacement car is a lower standard, the amount of fees is reduced accordingly.
- 25.3. Providing Replacement car will not happen in case of even one of the following events:
  - a) lack of registration document,
  - b) lack of insurance,
  - c) losing keys,
  - d) lack of registration plate.

## **26. Requested pickup location of the Car**

- 26.1. Service called requested pickup location of the Car means set reserved the Car on the selected Pod or to the address indicated by User.
- 26.2. Requested pickup location of the Car can be made if Reservation begins at the earliest in three hours from the moment of reservation from 7 AM to 7 PM, or if Reservation begins at the earliest twelve hours for all other work hours. (eg. Reservation made at 8 AM which begins at the earliest at 11 AM or Reservation made at 9 PM and at the earliest begins at 8 AM the next day).

26.3. If requested pickup location of the Car is not be possible on chosen hour, GoGet.pl will contact immediately with User in order to propose another solution.

26.4. Cost of requested pickup location of the Car is included in the Rates and depends on the location.

26.5. If User cancel Reservation, when the Car has already been set on requested pickup location, User may be charged an additional fee according to the Rates.

26.6. To make such a Reservation with requested pickup location of the Car, please call the Infoline.

## **27. Additional equipment - extras**

27.1. Car can be additionally equipped with one of the following equipment:

- a) Child safety seat 0-9kg,
- b) Child safety seat ISOFIX 9-18kg,
- c) Child safety seat ISOFIX 15-36kg,
- d) Booster seat,
- e) Snow chains,
- f) Roof rack - BOX,
- g) Portable fridge,
- h) CB-radio,
- i) GPS navigation.

27.2. If User selects additional equipment at the time of making a Reservation, GoGet.pl will complement the Car with additional equipment, if Reservation starts at the earliest in three hours from the moment of Reservation from 7 AM to 7 PM, or if Reservation starts at the earliest twelve hours for all other work hours. (eg. Reservation made at 8 AM which begins at the earliest at 11 AM or Reservation made at 9 PM and at the earliest begins at 8 AM the next day).

27.3. If supplement with additional equipment will not be possible, GoGet.pl will contact immediately with User in order to propose another solution.

27.4. Cost of additional equipment is indicated in the Rates. An additional fee is charged once per reservation, regardless of the length of time Reservation.

## **INSURANCE AND LIABILITY**

### **28. Car insurance**

28.1. Car has a full range of civil liability insurance and insurance Auto Casco release User from liability in case of collision and theft at the time of payment of compensation by insurance company. Details of the extent of insurance and User liability for damage are described in the following points and sections of this terms of use.

28.2. User is obliged to acquaint with the provisions of the insurance policy, the general conditions of insurance contracts and changes in the general conditions of insurance contracts and must comply with conditions provisions, and in the case of driving the Car by Additional driver, User must instruct Additional driver about obligations from above-mentioned documents under pain of liability for damage caused.

28.3. The content of the current general terms and conditions of the insurance contract is available on the website, on the 'Insurance' tab.

28.4. Car can be insured Civil Liability in foreign traffic (ie. Green Card). This insurance may be issued after selecting 'Permission to go abroad' at the time of making a reservation and after paid an additional fee.

## **29. Accident insurance**

29.1. User and Additional driver and passengers are covered by accident insurance to a minimum sum of 10,000.00 zł. The sum insured may vary depending on Car.

29.2. Insurance agreement is concluded at the moment of Reservation and is valid for the duration of Reservation.

29.3. In the event of an accident or other unfortunate event, GoGet.pl provides accident insurance contract and will do anything to help injured User in obtaining compensation.

29.4. User can insure themselves for a higher amount for an additional fee as determined individually. To make it happen, please contact GoGet.pl.

29.5. General Conditions of accident insurance can be found on the website, on the 'Insurance' tab and are included in the documents of the Car.

## **30. The scope of insurance in the basic package and exclusions of liability for damages**

30.1. User is covered by Insurance in this package, ie. cannot be held financial responsibility for the following events:

- a) road collision caused by User or a third party,
- b) theft,
- c) fire,
- d) act of vandalism.

30.2. Comments for User that must be met in order not to bear the financial responsibility within the basic package:

- a) damage was not caused by the intentional actions,
- b) damage is not created while driving under the influence of alcohol or intoxicated, after using drugs or psychotropic substances, and / or without a valid license,
- c) damage has not occurred as a result of exceeding the speed limit by at least 30 km per hour or in the event of committing another serious violation of traffic rules (insurer reserves the participation of self-insured - franchise or comes to the total exclusion of the insurer's liability for damage),
- d) User did not escaped from the accident site,
- e) damage has not occurred as a result of driving by a person other than User or Additional driver (exception: emergency driver by 35 of the terms of use),
- f) damage has not occurred as a result of negligence of User (eg. not properly secured the Car, leaving open Car without supervision, etc.),
- g) User will notify about a road collision, theft, fire, vandalism within 24 hours including required documents (form accident, the statement perpetrator, etc.),
- h) in the event of road collision user send complete information about the event, ie. completed and signed an accident form, information on events, the data perpetrator, data of witnesses, if they are within 24 hours of the event.

30.3. User is not covered by Insurance in this package, ie. will be held financial responsibility for the following events:

- a) road collision caused by User or together by User and third party,
- b) damage to tires, rims, interior, headlights, windows, exterior,
- c) puncture,
- d) damage to the clutch and gearbox,
- e) financial losses due to downtime because of repairs,
- f) the costs of tow trucks.

### **31. The scope of insurance in the extended package and exclusions of liability for damages**

31.1. User is covered by Insurance in this package, ie. cannot be held financial responsibility for the following events:

- a) road collision caused by User or a third party,
- b) theft,
- c) fire,
- d) act of vandalism,
- e) damage to tires, rims, interior, headlights, windows, exterior,
- f) puncture,
- g) damage to the clutch and gearbox,
- h) financial losses due to downtime because of repairs,
- i) the costs of tow trucks.

31.2. Comments for User that must be met in order not to bear the financial responsibility within the extended package:

- a) damage is not created while driving under the influence of alcohol or intoxicated, after using drugs or psychotropic substances, and / or without a valid license,
- b) User did not escaped from the accident site,
- c) damage has not occurred as a result of driving by a person other than User or Additional driver (exception: emergency driver by 37 of the terms of use)
- d) damage has not occurred as a result of negligence of User (eg. not properly secured the Car, leaving open Car without supervision, etc.),
- e) User will notify about a road collision, theft, fire, vandalism within 24 hours including required documents (form accident, the statement perpetrator, etc.),
- f) in the event of road collision User send complete information about the event, ie. completed and signed an accident form, information on events, the data perpetrator, data of witnesses, if they are within 24 hours of the event.

### **32. Damages**

32.1. User is responsible for damages caused on Car or damages to third parties at the time of Reservation, which also include damage such as damage to windows, tires and upholstery. This also applies to other parts of the rented Car, when the damage is a result from User willful actions or from Additional driver, negligence, off-road driving, overloading the vehicle, or break the law and traffic regulations.

32.2. Any resulting damage must be reported to GoGet.pl.

32.3. User will be responsible for damages, if:

- a) There is any loss or damage on Car or on the thing of a third party, or/and
- b) There are any statements of third parties against User or GoGet.pl or Car was driven by an unauthorized driver, which is not covered by the insurance policy and caused damage.

32.4. User is responsible financially up to the amount of Securing.

32.5. In the case of damage caused by User fault, contractual fee can be charged according to the Rates.

32.6. In the event of total loss GoGet.pl reserves the right to claim compensation from User in court.

32.7. Damage will be billed according to actual costs of repair.

32.8. If the cost of repair will be less than the value of Securing, the rest of Securing will be refunded to User.

32.9. It is allowed to repair the damage by User on his own with the permission of GoGet.pl as part of the ongoing Reservation. If an employee finds that the damage has been removed and the value of Car is not detract, GoGet.pl will return the entire Securing as if no damage was taking place.

32.10. The costs related with the repair come from the valuation made by Authorised Service Station.

### **33. Damage, accident, Car theft - procedure to deal**

33.1 In the event of damage to the vehicle, accident, Car theft, Car damage due to burglary or other criminal act, loss of keys to the vehicle User shall immediately report this fact to GoGet.pl, by contacting the Infoline and conduct according to instructions received, including call the police immediately.

33.2 Submissions of damage to the insurance company indicated in the policy shall be done by GoGet.pl.

33.3 In the event of an accident or a traffic collision User is required to complete the accident form (located in the glove compartment) with giving all the required information on the event participants with a description of the accident and damages.

33.4 User is obliged to secure possible evidence from all available witnesses.

33.5 If it is necessary for GoGet.pl staff to arrive at the place of accident, User may be charged an additional fee if the event was created by the fault of User.

### **34. User responsibility for violation of traffic regulations**

GoGet.pl is not responsible for violation by User or Additional driver of traffic regulations.

GoGet.pl is not responsible for any charges, payments, fines, penalties incurred in connection with the use of the vehicle by User. User is obliged to pay these fines, fees, mandates, fines and penalties and to submit relevant evidence or explanations.

### **35. Things left in the Car**

GoGet.pl is not responsible for belongings left and transported in the Car by User and third parties.

### **36. Lock wheels and towed Car**

36.1. If the Car was towed away or blocked on the wheel for illegal parking during Reservation, User is responsible for getting back the Car and agree to pay all costs arising from this incident plus an additional fee according to the Rates.

36.2. If User did not get back the Car or leave the Car blocked on the wheel, GoGet.pl would deduct from Securing costs arising from this incident, plus an additional fee according to the Rates.

### **37. Emergency driver in case of accident**

37.1. Unregistered users are not permitted to drive the Car.

37.2. In urgent cases where the life or safety of User or another person is in danger or User cannot drive because of the reasons beyond his control, it is possible to drive the Car by an unregistered user under the following conditions:

- a) User will contact with GoGet.pl and obtain a permit for a non-registered user.
- b) User check whether emergency driver has a valid driving license.
- c) User will ensure that emergency driver is capable of driving and not under the influence of any intoxicating substances.
- d) User will be a passenger of Car.

37.3. User is responsible for all fees, costs or damages arising during driving the Car by emergency driver.

37.4. Failure to comply with these conditions is the basis for the suspension of User and charge a contractual fine for permit an unauthorized person drive the Car.

### **38. User under 23 years of age**

- 38.1. Each User who at the time of making a Reservation had not finished a 23 year old is obliged to buy Insurance in extended package.
- 38.2. When User under 23 years of age is registered in System, GoGet.pl will notify electronically of the necessity of buying Insurance in extended package.
- 38.3. Lack of purchase the Insurance in extended package by User under 23 years of age may result in a deduction entirely Securing at the moment of any damage.
- 38.4. User under 23 years of age, who did not buy Insurance in the extended package cannot demand the return of Securing when there was a damage.

## **TERMS OF PAYMENT AND SETTLEMENT**

### **39. Fees**

User is responsible for any charges arising from using the Car, also charged caused by Additional driver.

### **40. Payment terms**

- 40.1. Registered User agrees to abide by the current Rates and the cancellation rules of Reservation and agree to pay for the use according to the bill issued by GoGet.pl.
- 40.2. User is also required to pay all fines and penalties issued during the time of Reservation, regardless of who was driving the Car.
- 40.3. GoGet.pl bills after Reservation is finished within 12 hours.
- 40.4. The bill is not an accounting document. The bill serves only as an information between User and GoGet.pl.
- 40.5. After the bill is done, User receives a notification email about the issued bill.
- 40.6. User can see all the bills online by logging into System.
- 40.7. Settlement of bill is done within 24 hours from the date and time of bill was issued.
- 40.8. For each bill there is VAT invoice to a company or individual.
- 40.9. VAT invoice is issued to the data provided by User in System.
- 40.10. User can set in System in preferences ability to send a collective invoice at the end of each month.

### **41. The principles of calculating mileage**

- 41.1. After Reservation is finished, the Settlement takes place where is calculated final cost for the actual distance done based on GPS readings.
- 41.2. The amount of mileage based on GPS readings may differ from the amount shown on the odometer of the Car.
- 41.3. GoGet.pl reserves the right to charge a fee for mileage by 3% greater than the value obtained based on GPS readings.
- 41.4. Mileage is documented on the GPS map supplied by an external entity that deals with GPS monitoring. Map with the exact course of the route may be attached to each bill, if User set this option in the System preferences on [www.goget.pl](http://www.goget.pl).
- 41.5. Map of the route is a confidential document and serves only to settlements with User and is not available to third parties unless User has committed a crime or offense from the Criminal Code and, therefore, the authorities officially will turn to GoGet.pl to issue such a Map.

## **42. Settlement rules for Users with credit/debit card**

- 42.1. Credit card must be issued in the name and surname of the User.
- 42.2. At the time of making a reservation, User credit card is charged on the sum of amount of Deposit temporary and the amount for the booked time and the estimated cost for number of kilometers indicated at the time of making a Reservation.
- 42.3. In case of failure of charge a credit card (eg. card is rejected or lack of sufficient resources), Reservation is not going to happen.
- 42.4. Each reservation must be settled before new Reservation, unless User agrees to be charged again Deposit temporary, then both reservations will be settled independently.
- 42.5. Section 42.4. does not apply to User with a Plan.
- 42.6. In the case of receivables that arise after finished reservation (eg. unpaid fine) User will be informed of this fact and User credit card will be charged a debt with contractual fine in accordance with the Rates attached to this terms of use within 14 days. Failure to pay receivables within a prescribed period will result in account suspension and initiation of debt collection.

## **43. Settlement rules for Users who do not have a credit card/debit card**

- 43.1. User must have a bank account or an account with online payment system (Allegro / PayPal).
- 43.2. At the time of making a reservation, payment is made by Internet transfer. Payment is a sum of amount of Deposit temporary and the amount for the booked time and the estimated cost for number of kilometers indicated at the time of making a Reservation.
- 43.3. In case of failure of the execution of payment, Reservation is not going to happen.
- 43.4. Each reservation must be settled before new Reservation, unless User agrees to pay a Deposit temporary again, then both reservations will be settled independently.
- 43.5. Section 43.4. does not apply to User with a Plan.
- 43.6. Car can be reserved without payment at the time of making Reservation if User account has amount of money corresponding to the amount for Reservation which was already made.
- 43.7. In the case of receivables that arise after finished reservation (eg. unpaid fine) User will be informed of this fact and shall pay debt with a contractual fine in accordance with the Rates attached to this terms of use within 14 days. Failure to pay receivables within a prescribed period will result in account suspension and initiation of debt collection.

## **44. Money back or credit card unregistering from the System**

- 44.1. Each return of money which was paid into an account in GoGet.pl under the Prepayment, Deposit or credit card deregistration will be done after informing GoGet.pl about intention to resign from services provided by GoGet.pl by sending messages electronically and after payment of all amounts owed to GoGet.pl within 14 days from the date of resignation.
- 44.2. Refund or deregistration a credit card can be made if User has the status of User active. If status is User suspended, refund or a credit card deregistration occurs within 60 days from the date of application and only when Status is back to User active.

## **45. Contractual fines**

- 45.1. GoGet.pl reserves the right to charge a contractual fine for committing following offenses by User:
  - a) Driving the the Car by unauthorized person.
  - b) Not paying the ticket/fine.
  - c) Smoking.
  - d) Losing keys.

- e) Lack of registration document, insurance, registration plate or registration sticker on the windshield.
  - f) Towing another vehicle.
  - g) Driving a Car aggressively.
  - h) Removing part of vehicle equipment or making other modifications.
  - i) Break the seals on the equipment in the Car.
  - j) Damage was caused by the fault of driver.
  - k) Lack of the Fuel Card.
  - l) Abuse with Fuel Card
- 45.2. Height of contractual fines is included in the Rates.
- 45.3. The contractual fine is deducted from Securing at the time of final Settlement.

#### **46. Offences**

46.1. GoGet.pl reserves the right to retain half of Deposit in the case of committing one of the following offenses:

- a) User provided false information when registering or used the false documents.
- b) User took advantage of loopholes in the System or made fraud on devices to reduce the cost for the use.
- c) User used the Car without a valid license.
- d) User used the Car under the influence of any intoxicating substances.
- e) User did not inform the GoGet.pl about:

Loss of driving license.

Lack of funds to pay amounts owed to GoGet.pl.

#### **47. Exclusion of liability**

GoGet.pl is not liable for losses caused mechanical defects of Car and its equipment, nor responsible for items transported or left in the vehicle.

### **FINAL CLAUSES**

#### **48. Personal details**

48.1. User during Registration and in the period following thereafter provides his personal details to GoGet.pl.

48.2. The method of collection, storage and security User personal details is defined in separate document named Privacy policy, which is available on the website [www.goget.pl](http://www.goget.pl).

#### **49. Compliance with the road traffic regulations**

User is obliged to follow traffic rules and other laws in force in Poland and in the country where currently use the Car.

#### **50. Suspension or deletion User**

GoGet.pl reserves the right to suspension and deletion any User without giving a reason with immediate effect. User will be notified about that by phone, mail or e-mail.

#### **51. Resignation from services**

51.1. Users may opt out from GoGet.pl services by sending email information about the resignation.

51.2. User resignation will be effective only if he has no amounts owed to GoGet.pl.

## **52. Severability of rules**

If any provision of this terms of use will be considered of valid court decree to be invalid, the remaining provisions will remain in force.

## **53. Changes in this terms of use**

53.1. GoGet.pl has the right to make changes in this terms of use and in the Rates

53.2. Any changes in this terms of use and in the Rates shall become effective 14 days from the date of notification to users of the change.

53.3. Users will be notified in one of the following forms: posting on the website, by telephone, e-mail or through social media.

53.4. User is obliged to notify GoGet.pl about the change contact information.

## **54. Complaints and grievances**

54.1. User has the right to lodge a complaint for services provided by GoGet.pl.

54.2. GoGet.pl has 30 calendar days to consider the complaint.

54.3. GoGet.pl will inform User of result of examination of complaint by e-mail (in case of a complaint notified in electronic form), or in writing by sending a letter to the return address (in case of a complaint notified in writing, including the address of the sender and sent by mail).

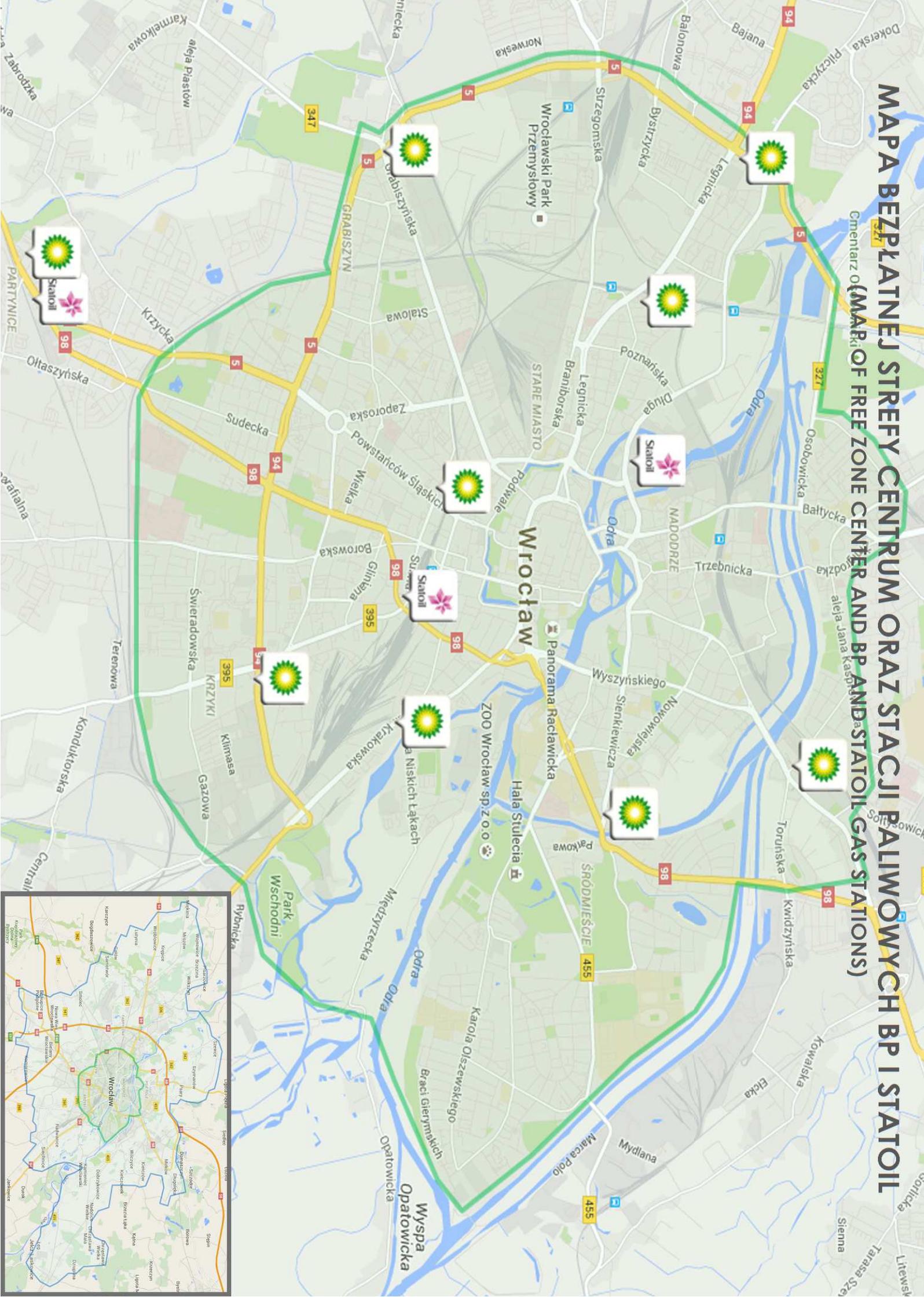
## **55. Applicable law and disputes**

The law applicable to the Contract between User and GoGet.pl, whose object are services provided by GoGet.pl under conditions laid down in this terms of use is the Polish law. In case of a dispute in connection to the services, GoGet.pl will do anything to resolve the dispute in a friendly manner. In the event that no agreement is possible, any dispute will be settled by the Polish courts of law.

## **56. Translation**

Terms of use is available also in English, but is only for information purposes and is not legally binding. Only the original Polish version is considered to be legally binding.

# MAPA BEZPŁATNEJ STREFY CENTRUM ORAZ STACJI PALIWOWYCH BP I STATOIL (MAP OF FREE ZONE CENTER AND BP AND STATOIL GAS STATIONS)



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