

RULES ON SHARING QUICK RIDE ELECTRIC SCOOTERS

§1

General provisions

1. These rules (henceforth “**the Rules**”; “**the Agreement**”) set out the terms and conditions of use of the services referred to in §2 of these Rules, provided to entities specified in §3 of these Rules.
2. The entity providing the services referred to in §2 of these Rules is Quick Ride Spółka z ograniczoną odpowiedzialnością spółka komandytowa headquartered in Gdynia (81-395), ul. Władysława IV 43, e-mail: kontakt@quick-app.eu, phone number (+48) 538 550 144 (operator’s rates apply) (KRS [*National Court Register*]: 0000770206, REGON [*Register of Businesses*]: 382511010, NIP [*Tax ID*]: 5862341500, henceforth: “**the Company**”).
3. Reading and accepting these Rules is a condition for using the services referred to in §2 of these Rules.
4. These Rules are provided by the Company on its website at www.quick-app.eu and in the application Quick and can be downloaded in PDF format to be stored and accessed by entities referred to in §2 below in the ordinary course of business.
5. By accepting the regulations, the user agrees to the processing of his personal data for marketing purposes by sending commercial information via e-mail to the e-mail address provided and by text messages to the telephone number provided.

§2

Services and their availability

1. The services provided by the Company involve the hire of electric scooters (henceforth “**Scooter(s)**”) to entities specified in §3 of these Rules (henceforth “**Services**”).
2. No Scooter may be used for a continuous period longer than 12 hours.
3. The following rates shall be charged for using the Scooters, as set out in the price list:
 - PLN 3 gross – initial charge (charged each time at the start of the Service);
 - PLN 0.5 gross – for each begun minute of using the Service.
4. The availability of the Service may be restricted due to the need for battery charging and periodic maintenance.

§3

Users

1. Person 18 years of age or older may use the Services unsupervised.
2. Persons between 13 and 18 years of age may not use the Services unless supervised by their legal guardian
 - a. Persons under 13 years of age may not use the Services.
3. Persons with physical or mental disabilities may not use the Services.
4. The User’s maximum body weight may not exceed 120 kilograms for technical reasons relating to the Scooter’s manufacturing design.

5. The User represents that he/she is aware of the risk related to using the Services, including in particular the possibility of injuries, illnesses and damage arising as a result of an unfortunate accident or use of the Scooter inconsistent with the applicable laws (including these Rules). In the cases referred to in the preceding sentence, the User shall refrain from filing any claims against the Company.
6. The Company shall not be liable for damage to clothes and/or mobile devices arising as a result of using the Service.

§4 User registration

1. In addition to the requirement specified in §1(3) of these Rules, a further condition for using the Services is to register an account referred to in §5 of these Rules.
2. To complete registration, the User shall:
 - a. state all the data required by the Company, including bank account or payment card number, to which all fees foreseen in these Rules shall be charged. All such data must be current, complete and pertain to the User;
 - b. confirm that he/she has read and accepted these Rules;
 - c. consent for his/her personal data to be processed in line with the applicable laws
 - d. consent for fees to be charged and collected by the Company for using the Services;
3. The disclosure of data referred to in 2(a) is voluntary but necessary for gaining access to the Services. The administrator of the User's personal data is the Company in accordance with the Personal Data Protection Act of 29 August 1997 (Journal of Laws 2014, item 1182 as amended).
4. The Users may use the "one-click" service to allow recording of payer information, including in particular the full name, payment card/bank account number data, that will be used in further transactions related to the Service.

6. The Users may review and modify their personal data.
7. In the event that the User has untruthfully stated the data referred to in 2(a) above, the Company may restrict the User's access to the Services.
8. The data referred to in 2(a) above shall be processed solely in order to correctly perform the Services, and within the scope and for the purposes identified in the consents expressed by the User on registration.
9. The data referred to in 2(a) above may be disclosed to other entities co-operating with the Company but only in line with the applicable provisions of law and in connection with the performance of the Service. The personal data may be disclosed in particular to payment operators.
10. The data referred to in 2(a) shall be processed, stored and secured in accordance with the principles specified in the applicable laws.

Registration can be completed:

- in the mobile application – “Quick”; and
- on the website – www.quick-app.eu

§5 User account

1. A unique account (henceforth “**the Account**”) is created on user registration.
2. The account contains User data specified by him on registration.
3. Where the data provided by the User on registration has changed, the User shall be obliged to update them immediately.
4. The Users are obliged to top up their wallet associated with the User account, by replenishing it with funds in the amount of no more than PLN 1,000 (in words: one thousand zlotys). Once the wallet associated with the Account is topped up, the Company shall deduct any charges related to the Service from the topped-up funds. The topped-up funds shall be valid indefinitely, from their receipt at the Company's bank account. This account is not a trust account. Detailed information on wallet top-up is set out in §8(2) of these Rules.
5. The Account authorizes the User to use the Services wherein the User shall be entitled to use up to four Scooters at the same time under his/her Account. Scooters may be hired to non-registered users subject to §3 of these Rules.

6. Where the Company reasonably suspects the User's failure to comply with these Rules or the instructions for using the Scooters in a proper manner, the Company shall be entitled to restrict the User's access to the Services.
7. The User may be awarded bonus funds to be valid for a limited or indefinite period. These bonus funds may not be cashed out from the wallet.
8. Where the User has bonus funds and topped-up funds, the bonus funds shall be the first to be debited.
9. If, for some reason, funds from the wallet are refunded to the user's payment card or bank account, and if they were taken into account in the bonus calculation, the company is entitled to deduct the calculated bonus funds from the amount to be refunded.

§6

Rules for using the Scooters

1. The Scooters may only be used within the administrative boundaries of the cities in which they are hired.
2. The User may not use the Scooters unless he/she is wearing protective head gear.
3. The User may not use the Scooters when under the influence of alcohol, intoxicants, medication diminishing psychomotor ability or any other substance that may affect such ability.
4. The Scooters may not be used to transport any goods or object, or be used by more than one person at a time.
5. The User may not use the Scooters if he/she is carrying a briefcase, backpack or any other object that might make it difficult or impossible to control the Scooter correctly.
6. The Scooters may not be used in a manner inconsistent with their intended purpose, in particular by organizing scooter races, performing acrobatics or engaging in activities that expose the Scooters to excessive moisture.
7. The Scooters may not be used in a manner that contravenes the law, in particular the Traffic Law of 20 June 1997 (Journal of Laws No. 98, item. 602 as amended).
8. When riding the Scooter, the User may not use a mobile phone, music players or other devices which might distract or diminish the User's concentration.
9. Before using the Services, the User shall be obliged to read the instructions for using the Scooters posted on www.quick-app.eu and in the application Quick and comply with such instructions as well as these Rules when using the Scooters.

10. Before starting to use the Services, the User is obliged to check the Scooter's battery status and general condition. Scooters whose condition suggests a lack of road-worthiness may not be used.
11. Where the User using a Scooter becomes aware that it is damaged, he/she shall be obliged to stop using it and notify the Company thereof on www.quick-app.eu or in the application Quick in the 'report a problem' tab. Reporting a problem is not tantamount to filing a complaint.
12. Before using the Services, the User should consider whether the prevailing weather conditions, such as in particular rain, snow, hail, ice, poor visibility or atmospheric discharge might pose a safety risk. When using the Services, it is recommended that the User considers all relevant factors and variables, including weather and traffic conditions and braking distance, and act accordingly.
13. The Scooters are the Company's property. The User is obliged to use the Scooters in such a way as to minimize wear and prevent damage. The User shall not be liable for the Scooter's ordinary wear and tear.
14. Where the Scooter is suspected to have been stolen or damaged in the course of its use, the User shall immediately notify the Company thereof through www.quick-app.eu or the application Quick. In the case of suspected theft, the User shall also immediately report this to the Police.
15. The Scooter may not be disassembled, repaired, improved or tampered with in any way whatsoever.
16. Where the User has finished using the Scooter, he/she shall leave it stationary in a generally accessible place to allow further use by other Users. The place where the Scooter is left should be selected appropriately by the User to prevent damage to the Scooter and avoid causing an obstruction to pedestrian traffic or inconvenience to other road users.

§7

Beginning and finishing the use of the Services

1. To start using the Service, the steps below should be followed
 - a. Register in the application Quick.
 - b. Accept these Rules.
 - c. Add a payment method.
 - d. Scan the QR code posted on the Scooter
2. The Scooters may not be used in whatever way used before completing the procedure set out in the preceding section.

3. As soon as the QR code is scanned, the scooter should start and allow the user to begin the ride. If the customer believes that the scooter has not started, the user is required to take a clear photo of the scooter's QR code along with the display at the end of the ride. This will constitute an important factor in the consideration of the complaint.
4. To finish using the Service, the steps below should be followed:
 - a. Select the option "Finish."
 - b. Take a picture of the parked Scooter in the application Quick. The picture will be automatically sent to the Company's server and the charging of service fees will stop.
5. The User is obliged to start and finish using the Services as described in sections 1 and 3 above. The use of the Services cannot finish outside the permitted area or in the no-parking area marked in red in the application. Leaving the scooter outside the allowed zone or in the no parking zone will result in a PLN 10 penalty.
6. Where problems occur with finishing the use of the Services, the User shall report this immediately to the Company on the website www.quick-app.eu or in the application Quick.
7. Where the use of the Services is finished incorrectly, i.e. the rules listed in sections 3 and 4 above are not met, the User may be charged with fees for the continued use of the Services. Such additional fees referred to above shall continue to be charged until the use of the Services is finished correctly or the circumstance that prevents finishing the use of the Services is reported as set out in section 5 above. This does not apply to situations in which the user has left the scooter in a no-parking area, in which case the use will not be considered to have finished and the fees will continue to accumulate. The user will be charged an additional 10 PLN.
8. A ride may finish automatically due to low battery status. If such a ride has ended in a no-parking zone and the scooter is left there, the user will be charged with a fine of PLN 10.
The Company shall not be liable for such situations, as the user should check battery status before starting the ride.
9. The ride is automatically ended when the system detects that the balance of your account is PLN 0.50 PLN during the ride. This amount is recognised as a lack of funds in the account.
10. When the user leaves the permitted zone, the scooter will gradually slow down to 1km/h and ultimately turn off, thus ending the ride. There is no possibility that the scooter stops abruptly, thus putting the user at risk of injury, and therefore the company is not liable for any random events.

§8 Payments

1. Payments for using the Services shall be charged as specified in the price list set out in §2(3) of these Rules.
2. The minimum wallet balance required to start a ride shall be PLN 4.
3. Payments shall be made by topping up the wallet associated with the Account in the application Quick. The wallet associated with the Account shall be topped up on transferring funds from a bank account, a payment card or by BLIK. Payments shall be deducted from wallet automatically on completing the ride. Moreover, the Company shall be entitled to automatically top up the wallet associated with the Account with the minimum amount of PLN 25 to keep the wallet balance from dropping below PLN 5 throughout the life of the Account. Where deducting the due payment from the wallet associated with the Account would deplete the Account to less than PLN 5, the Company shall be entitled to restrict access to the Services.
4. Payments shall be made by connecting a payment card to a payment management system. The User may make payments in the system one-click described in §4(4) of these Rules.
5. Payment for using the Services shall be charged at the applicable rates from the time that the QR code posted on the scooter is scanned or the code is entered in the application by hand, to the time that the Service is correctly completed by selecting the option "Finish" and taking a picture of the correct parked Scooter. Where the ride cannot be completed due to the scooter's being left outside the permitted area or in a no-parking area, the Company may continue to charge fees even when this results in a negative account balance. In such a case, any resulting shortfall will be deducted automatically when the User tops up his/her wallet.
6. When the User finishes using the Services, he/she will be able to view the payment summary after logging into his/her Account in the application Quick.
7. Where the bank account associated with the payment card has insufficient funds to cover the fees for using the Services, the User shall immediately provide the outstanding funds at his/her bank account or top up the wallet associated with the Account with the amount required to pay the Company. Also, the Company shall be entitled to seek payment of any outstanding amounts, including statutory interest.
8. Where any arrears have accrued in the User's payments to the Company for using the Services, the Company shall be entitled to restrict the Account until such arrears are settled.

§9 Promotions

1. The user may activate a subscription package in 6 different variants. The package can be purchased by topping up the account and paying the amount necessary to buy the package, or by using automatic top-up, although in this case the user does not receive the bonus of PLN 5 for the automatic top-up. Each package has a certain expiry date and it is not automatically renewed. As part of the purchased package, the user has a specific daily number of minutes to use in the QUICKAPP. The unused minutes are not transferred to the next day; they are forfeited. As part of the subscription package, the user is exempt from the starting fee only for the duration of the minute package. Once the minutes available for a given day are used, the user may only start the ride after topping up the account. Then, the user incurs the costs of the starting fee in the amount of PLN 3 gross.
2. Subscription packages cannot be combined with other temporary promotions.
3. The user cannot cancel the purchased package.
4. The day package is valid for 24 hours from its purchase. The package can only be reactivated after the given package has expired.
5. The activation of the automatic top-up option entitles the user to a bonus of PLN 5 each time the account is topped up with PLN 25. The funds received are non-refundable.
6. The automatic top up option does not work with active subscription packages. If the user runs out of minutes in a package and has no money in the wallet, the ride is automatically terminated and the wallet will not be topped up with PLN 25.
7. All funds received under the "Extra top-up" promotion are non-refundable.
8. Top-ups included in the "Recommend the Quick app" promotion (which resulted in a bonus for the person recommending) are non-refundable.
9. If you put the scooter away after the ride in MEVO racks in the city of Gdynia and Sopot or at all spots marked with the letter P in the app, you will be entitled you to a refund of PLN 1.
10. Every Tuesday, all completed rides get a 10% discount. The start fee is not covered by the promotion.
11. All completed and paid rides are taken into account in the minute ranking according to the "Bang out levels with Quick" promotion. After riding for 0-180 minutes the user's avatar features a red rim. After 180 minutes, up to 360 minutes, the avatar features a yellow rim and the user gets a bonus of 20 minutes (PLN 10 in the app wallet) to be used by the end of the given month. For rides of more than 360 minutes, the colour of the rim changes to green, and the user gets 40 free minutes (PLN 20 in the app wallet) to be used by the end of the given month. Additionally, three users with the highest number of minutes ridden in

QuickApp as at 23:59:59 on the last day of the month get funds in the wallet depending on the place:

1 place - PLN 150

2 place - PLN 100

3 place - PLN 50

to be used in the app within 30 days. Funds received under this promotion are not credited towards the next month's promotion.

12. The payment management system operator is **Straal sp. z o.o.** NIP (Tax ID) 5272820582 headquartered in Warsaw, Plac Europejski 1.

13. **Straal sp. z o.o.** shall not process any payment data other than the transaction number and the ordering person's name and surname.

§9 Contractual penalties

1. If the Scooter is left in a confined place where it cannot be accessed by other Users or authorized Company representatives or if the Scooter is left where it obstructs traffic, the User shall pay the Company a contractual penalty in the amount of PLN 500 (five hundred). The contractual penalty for leaving the Scooter outside the administrative boundaries of the city, in which it was hired, is PLN 1000 (a thousand).
2. In the event that the Scooter is damaged for reasons attributable to the User at the time that it is being used, the User shall pay the Company a contractual penalty in the amount of PLN 1200 (a thousand two hundred).
3. In the event that the Scooter has been used for a period longer than 12 hours, the User shall pay the Company a contractual penalty in the amount of PLN 200 (two hundred) for each begun 5-hour period.
4. In the event that the Scooter is used before the use of the Services is started as specified in §7(2) of these Rules, the User shall pay the Company a contractual penalty in the amount of PLN 200 (two hundred).
5. In the event that the User has failed to notify the Company of the theft of or damage to the Scooter as specified in §6(14), the User shall pay the Company a contractual penalty in the amount of PLN 1200 (one thousand two hundred).
6. In the event that the Scooter is tampered with as specified in §6(15), the User shall pay the Company a contractual penalty in the amount of PLN 1000 (one thousand).
7. If the scooter is left outside the allowed zone or in the no parking zone, the User will be required to pay a contractual penalty of PLN 10 to the Company.

8. The charging of a contractual penalty or contractual penalties foreseen in these Rules shall not prevent the Company from seeking compensation in excess of the contractual penalties on general terms.
9. The User shall be notified of any contractual penalties being charged at the e-mail address provided on Account registration.

§10 Complaints

1. All complaints can be sent to the Company's address **Quick Ride Spółka z ograniczoną odpowiedzialnością Spółka komandytowa** headquartered in Gdynia, ul. Władysława IV 43 (81-395 Gdynia), to the e-mail address: kontakt@quick-app.eu or in the application "Quick" through the User Account in the 'complaints' tab.
2. A complaint shall be filed within 14 days from the day of the originating event. The complaint shall state the User's name and surname, phone number, e-mail address, information on the originating event (in particular the day and time), a detailed description of the problem and the Scooter's number.
3. The time-limit for the Company to process complaints shall be 30 calendar days, counting from the day that the complaint is received, containing the information specified in section 2 above. In the event that the information received is not sufficient to consider the complaint and the user refrains from providing our employee with such information for more than 7 days, then we consider the complaint to be resolved and closed.
4. Filing a complaint shall not relieve the User of any obligations arising from the use of the Services or these Rules.
5. If the Company grants the complaint, the funds charged for the challenged Service shall be returned to the Account in the application from which they have been deducted.
6. In the event that the company recognises a complaint regarding a ride as part of a subscription package (where the complaint is processed on the same day as it was filed), the user will retrieve the minutes lost to use on the same day. If it is not possible to process the complaint on the same day, or if the user cannot use these minutes on that day, then it is possible to extend the validity of the package by another day.
7. Bonus funds may not be cashed out from the wallet. If the Account is removed by the User, the bonus funds shall be forfeited.
8. An attempt to rent a scooter that is out of power or out of service does not constitute grounds for a complaint.

§11 Liability

1. Where a claim is filed by a third party against the Company by reason of the User's causing through his/her own fault whatever damage to such third parties in the course of using the Services, the User shall compensate the Company for the costs incurred in settling the third-party claim.
2. For the avoidance of doubt, none of the provisions in these Rules shall modify or bar the Company's liability for obligations which may not be modified or restricted under generally applicable laws.

§12 Withdrawal

1. The User may withdraw from the Agreement for convenience within 14 days from the acceptance of these Rules. In order to comply with such time-limit, the User shall notify the Company prior to its expiry. The notice to withdraw may be sent in writing to the Company's address stated in §1(2) of the Agreement or by e-mail to kontakt@quick-app.eu.
2. The User shall waive his/her right to withdraw from the Agreement, discussed in section 1 above, by starting to use the Services.
3. In the event of a withdrawal, the Agreement is deemed to have never been concluded. In the event of a withdrawal, each Party shall return whatever they have received under the Agreement no later than 14 days from the day that the Company has received notice to withdraw. The refund of payments should be made by the same method as used by the Client to effect such payment. For the avoidance of doubt, it is stated that withdrawal from the Agreement shall not invalidate the Services that the Company may have provided.
4. Subject to payment of any outstanding amounts due to the Company, the User shall be entitled to remove his/her Account at any time. Where funds remain in the Account on its removal, such funds shall be returned to the originating bank account. Where this should prove to be impossible, the remaining funds shall be forfeited.

§13 Final provisions

1. These Rules shall be governed by Polish law.
2. These Rules shall be governed first and foremost by the provisions of the Polish Civil Code.