

TERMS AND CONDITIONS

I. INTRODUCTORY PROVISIONS

1. These business conditions regulate mutual rights, obligations and principles for the use of all shared means of transport when closing a contractual relationship between the lessor and the lessee of means of transport in the Czech Republic and are an integral part of the general agreement and lease agreement.
2. Means of transport according to these business conditions means cars with fuel and LPG, electric motors - choppers or electric scooters (hereinafter collectively referred to as "**Means of transport**")
3. The lessor of the means of transport is the company IGNIT, a.s., ID number 275 75 063, with its registered office at Českobrodská 1174, Kyje, 198 00 Prague 9, registered in the Commercial Register of the Municipal Court in Prague, file no. No. B 10913 (hereinafter referred to as "**Lessor**")
4. The Lessee of the means of transport is any person using the vehicle, ie cars, choppers or electric scooters on the basis of a closed contractual relationship according to these business conditions (hereinafter referred to as the "**Lessee**").
5. The contractual relationship for the use of a means of transport is established by closing a general agreement, on the basis of which a lease agreement is subsequently closed for the purpose of using a specific means of transport.
6. These terms and conditions apply to any means of transport. In the terms and conditions, the provisions may be adjusted only for a specific means of transport.
7. The means of transport shall be used for the transport of passengers and for the transport of a reasonable quantity of goods using roads. Electric scooters can also be used on bike paths.

II. CLOSING OF GENERAL AND LEASE AGREEMENT

1. For the use of the means of transport, the contracting parties, ie the Lessor and the Lessee, are obliged to enter into a general agreement, which serves as a basis for closing individual lease agreements for the purpose of using the means of transport. After closing the general agreement, the Lessee will gain access to his user account.
2. The subject of the general agreement is the Lessor's obligation to give the means of transport to the Lessee for temporary use and the Lessee's obligation to pay the Lessor the rent for the use of the means of transport according to the concluded lease agreements (hereinafter referred to as the "**general agreement**"). The general agreement, including these Terms and Conditions, further regulates the manner of closing and terminating individual lease agreements and the mutual rights and obligations of the contracting parties.
3. The general agreement may be closed in full, ie for the use of all means of transport, or to a limited extent, ie for the use of electric scooters.
4. The Lessee is entitled to enter into a general agreement if the following conditions are met:
 - a) The Lessee has reached the age of 18;

- b) The Lessee owns a valid ID card and driver's license (in the case of a car and chopper, a group B driver's license is required);
- c) The Lessee owns a driver's license (with any authorization) for at least 12 months;
- d) The Lessee owns a valid payment card.

- 5. In order to close the general agreement only for the use of electric scooters, the Lessee must meet only the conditions specified in point 4 letters a) and d). The scope of the general agreement can be changed later at any time in the mobile application.
- 6. The general agreement will be closed on the basis of the Lessee's proposal made:
 - a) by filling in the data in the registration form in the mobile application;
 - b) by expressing the Lessee's consent to the business conditions;
 - c) by expressing consent to the processing of the Lessee's personal data

by sending the registration via the mobile application. After the Lessee's proposal for the closing of the general agreement is sent, the data entered by the Lessee (e-mail, telephone number, personal data) will be verified. To verify the Lessee's e-mail address, an e-mail with a confirmation link will be sent to the address entered by him during registration. To verify the telephone number, the Lessee is obliged to enter the code into the mobile application to the telephone number specified by him in the registration form. In the event that the Lessee does not verify the e-mail address and telephone number, the general agreement will not be closed.

- 7. When closing the general agreement, the Lessee is obliged to provide a copy of the documents specified in point 4 letter b) of this Article II. Terms and Conditions, a portrait photo with an ID card and driver's license (the photo must show both the portrait of the Lessee as well as the front and back of the Lessee's ID card and driver's license), and other information to prove identity. With regard to the nature of the provision of personal data by the Lessee, the Lessee is obliged to give the Lessor consent to the processing of personal data.
- 8. The Lessor is entitled to invite the Lessee to send new documents for the closing of the general agreement in the event that they are incomplete, illegible or in case of doubt regarding their correctness.
- 9. The Lessee is obliged to immediately notify the Lessor of any changes in the Lessee's documents, ie in both the ID card and the driver's license. The Lessee acknowledges that in the event that the data in the identity card or driver's license available to the Lessor are out of date, the Lessee may not be covered by the insurance of the means of transport.
- 10. The general agreement is closed by sending a confirmation of the closing of the general agreement to the e-mail address of the Lessee specified during registration. The Lessor shall send to the Lessee a confirmation of the closing of the general agreement, provided that the Lessee has fulfilled all the conditions for the closing of the general agreement, including the Lessor's internal rules. The Lessor's decision to accept the Lessee's proposal to close the general agreement is the Lessor's decision and is not legally enforceable in any way.
- 11. The Lessee may close only one general agreement and establish only one user account. In the event that the Lessee does not meet the conditions of these terms

and conditions or has in the past violated the obligations of the general agreement, the Lessor is not obligated to enter into a new general agreement with the Lessee.

12. The general agreement within the scope of use of the means of transport is closed for a definite period of time, up to the period of validity of the Lessee's driver's license. The general agreement is extended for the period of validity of the Lessee's new driver's license if the Lessee sends the Lessor a new copy of the driver's license in the manner specified above, ie a portrait of the Lessee along with a photo of the front and back of then Lessee's driver's license
13. A general agreement may be terminated by notice or agreement of the parties. The Lessor and the Lessee may terminate the agreement without giving a reason and without a notice period. Termination is effective upon delivery to the other party.

III. LEASE AGREEMENT

1. The contracting parties may close the lease agreement only if a general agreement has been closed between the Lessor and the Lessee.
2. The Lessee may reserve the available and selected means of transport selected by the Lessee via the mobile application after logging in with his user account.
3. If the means of transport is in order, ie does not show any signs of damage, by pressing the "Unlock" button in the mobile application the Lessee concludes a lease agreement with the Lessor, the subject of which is to leave a specific means of transport by the Lessor for temporary use by the Lessee. The Lessee is to pay the Lessor rent according to the valid price list.
4. Only the Lessee who has concluded a general agreement with the Lessor and subsequently a lease agreement for a specific means of transport may use the means of transport. Allowing the means of transport to be used by a third party is considered a breach of the Lessee's obligations. In the event that the means of transport is handed over to a third party, the Lessee is liable for all damages caused in full, regardless of the agreed amount of co-participation of any insurance coverage. The Lessor is also entitled to a contractual penalty of CZK 15,000.00. Payment of the contractual penalty does not terminate the right to cover damages.
5. In order to terminate the lease agreement, it is necessary to lock the means of transport using the mobile application and pay the rent. The Lessee is obliged to stay with the means of transport until the means of transport is actually locked.
6. The Lessee may use only one means of transport on the basis of the lease agreement. To use another means of transport, the Lessee is obliged to terminate the previous lease agreement via the mobile application by locking the means of transport and paying the rent, and subsequently the Lessee is entitled to enter into a new lease agreement for another means of transport.
7. The Lessee is entitled to take over the means of transport immediately after the conclusion of the lease agreement, provided that the data and documents provided by the Lessee upon registration are still current and valid when closing the general agreement. Incorrect and outdated documents are considered a serious violation of

the terms and conditions. The Lessee acknowledges that in such a case he is not covered by insurance and the Lessor is entitled to withdraw from such a general agreement.

V. LESSEE USER ACCOUNT

1. A username and password are required to access the user account. The username is the Lessee's e-mail address entered during registration in the mobile application in the registration form. The Lessee chooses the password himself when registering in the mobile application in the registration form. If you forget your password, you can reset your user account password through the mobile app.
2. The user account is entitled to be used only by the Lessee, not a third party. In the event that a third party uses the account, the Lessee bears all responsibility for the use of the user account.
3. The Lessor is entitled to block the Lessee's access to his user account in the event of a breach of any obligation of the Lessee under the terms and conditions, the general agreement or the lease agreement.
4. In the event of theft or misuse of the username, the Lessee is obliged to notify the Lessor of this without delay.

VI. USE OF THE MEANS OF TRANSPORT, TERMINATION OF THE LEASE AGREEMENT

1. The vehicle contains all the necessary documents and mandatory equipment for its proper use, ie a small technical card, proof of payment of liability, first aid kit, reflective vest, and CCS card for refueling fuel and LPG, depending on the car model. The Lessee is entitled to use the CCS card when paying for fuel or LPG with the help of the service station operator. Each CCS card is assigned a separate PIN, which will be placed together with the CCS card in the storage compartment in the vehicle. The Lessee is not entitled to use the CCS card for refueling a vehicle other than the one to which the CCS card was assigned. In the event of a breach of this obligation, the Lessor is entitled to pay a contractual penalty in the amount of CZK 10,000.00. The right to damages is not affected.
2. The Lessee is obliged to visually inspect the condition of the means of transport both inside and outside before using it. In the event of any damage to the means of transport prior to its use, the Lessee is obliged to notify the Lessor of the damage to the means of transport. If the Lessee does not notify the Lessor of the damage to the means of transport and concludes a lease agreement for the use of the damaged means of transport via the mobile application by unlocking the means of transport, the liability for damage to the means of transport passes to the Lessee, although he did

not cause this damage. Visual inspection by the Lessee is a necessary obligation of the Lessee before each closing of the lease agreement. The Lessee bears full responsibility for the means of transport from unlocking to locking the means of transport via the mobile application. The Lessee is also obliged to find out and check the condition of the battery, resp. the condition of the tank, of the means of transport. In case of a difference between the real status of the battery, resp. tank, with the status specified in the mobile application, the Lessee is entitled to return the means of transport before the start of the journey. In such a case, the Lessor will not charge the Lessee any fees or rent.

3. The Lessee is liable for damage caused to the means of transport at the time of its use. The Lessee shall not be liable for defects, which the Lessee has notified to the Lessor prior to the closing of the lease agreement or which have been notified to the Lessor by another third party as the Lessee.

4. For the duration of the lease agreement, the Lessee has the following rights and obligations:
 - a) The Lessee has the exclusive right to use a specific means of transport, for which he has concluded a lease agreement with the Lessor, for driving on roads (also on cycle paths in the case of electric scooters) in accordance with the relevant legal regulations. When using a chopper, he must wear a safety helmet;
 - b) Only the Lessee is obliged to drive the means of transport exclusively, ie. may not allow a third party use the means of transport. The electric scooter is intended for one person only.
 - c) The Lessee is obliged to comply with the rules of road traffic and all the obligations of the driver in regards to the binding legal regulations, specifically Act no. 361/2000 Sb. regarding traffic on roads and all other related regulations valid for traffic on roads in the Czech Republic;
 - d) The Lessee is obliged to notify the Lessor of damage to the means of transport immediately after the damage of the means of transport has been discovered by the Lessee,
 - e) in the event of a traffic accident, the Lessee is obliged to immediately notify the Lessor by telephone that he is a participant in a traffic accident, calls the Police of the Czech Republic to come to the accident and writes up a report on the traffic accident. The Lessee is always obliged to make detailed photo documentation of the traffic accident and the damaged means of transport. In the event that the Lessee does not contact the Police of the Czech Republic or the Lessor, it is considered a material breach of the terms and conditions and in such a case, the Lessor is entitled to withdraw from the general agreement and demand a contractual penalty of CZK 10,000.00 from the Lessee. The right to damages by paying a contractual penalty is not affected.
 - f) in the event of a harmful event, the Lessee is obliged to hand over to the Lessor all documentation relating to the harmful event without delay;
 - g) The Lessee uses the Vehicle at his own risk,
 - h) The Lessee is obliged to secure the means of transport against theft. The Lessee is obliged to comply with these conditions of use of the means of transport and take the following steps:

Before locking the car:

1. secure the car with the emergency brake;
2. put the gear into "neutral" N. In case of an automatic, put the gear into "P";
3. close all the windows;
4. write down the remaining tank capacity into the mobile application;
5. after getting out of the car, close all doors.

Before locking the chopper:

1. turn off the engine if the given model requires it;
2. write down the remaining battery capacity into the mobile application, if the given model requires it;
3. hide the safety helmets in the box located on the chopper, not on the handlebars of the chopper.

Before locking the electric scooter:

1. tilt down the stand;
2. take a photo of the electric scooter in the mobile application in a way that one can tell it is parked correctly.

5. In the event that the means of transport becomes unfit for use, immobile or another defect occurs preventing its proper use, the Lessee is obliged to contact the Lessor immediately by telephone. The Lessee may not repair the Vehicle by himself. The Lessor will not in any way compensate any costs incurred for repairs by the Lessee, nor will the Lessor provide the Lessee with another means of transport for use. Provision. § 2210 par. 3 of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter the "**Civil Code**"), shall not apply.
6. The Lessee may not in any way interfere with the construction and interior equipment of the means of transport. In the event of a breach of this obligation, the Lessor is entitled to a contractual penalty in the amount of CZK 10,000.00. The right to damages by paying a contractual penalty is not affected.
7. The Lessee is not entitled to reimbursement of costs incurred for the maintenance of the means of transport, for example the removal of visible mess caused by the Lessee. Provision § 2325 paragraph 2 of the Civil Code shall not apply.
8. The Lessee acknowledges that the means of transport has built-in monitoring devices that monitor the movement of the means of transport and monitors the course and manner of driving. The Lessee thus agrees to the use of the means of transport with the monitoring device. The Lessee may not manipulate the surveillance equipment in any way or cover it in any way.
9. The Lessee is obliged to hand over the means of transport to the Lessor after the termination of the Lease Agreement via the mobile application without any defects and damage. Otherwise, the Lessee takes full responsibility for this. The Lessee is obliged to hand over the means of transport in the zone defined by the Lessor for parking the means of transport free of charge and without time limit, the so-called "IGNIT zone". The Lessee is entitled to park with the means of transport on reserved parking spaces for residents, ie. in the so-called blue and purple zones.

10. It is prohibited:
 1. to use a car with a tank capacity of less than 80 km;
 2. to use a chopper with a battery capacity of less than 5%.
11. If the Lessee uses a car or chopper contrary to point 10 above, the Lessor is entitled to demand from the Lessee a contractual penalty of CZK 1,000.00 and also reimbursement of costs related to returning the Vehicle to the IGNIT zone or reimbursement of towing.
12. The Lessee may not park the means of transport in the "forbidden zone", which is shown on the relevant map. Furthermore, the Lessee is not allowed to park the means of transport in underground garages, as the GPS signal could be lost and in the event of a GPS signal lost for more than 15 minutes, the means of transport is automatically considered lost / stolen. If the GPS signal is lost, the Lessor will contact the Lessee to arrange a solution. Otherwise, the case will be handed over to the Police of the Czech Republic and considered as a loss of the means of transport.
13. In the event that the Lessee leaves the means of transport in the "forbidden zone" or in a place where the GPS signal could be lost for more than 15 minutes, the Lessor is entitled to demand a contractual penalty from the Lessee for breach of obligation in the amount of CZK 10,000.00 and further reimbursement of related costs incurred.

**VII.
RENTAL PERIOD, RENT, PAYMENT TERMS**

1. There is no minimum or maximum period of use of the Vehicle.
2. In the event that the Lessee violates its obligations arising from the general agreement or the lease agreement or generally binding legal regulations, the Lessor is entitled to terminate the lease agreement even during its use, ie. when using the means of transport. In such a case, the Lessee is obliged to return the means of transport to the Lessor immediately after the telephone call or oral notice.
3. The rent is determined per unit of time and is governed by the valid and effective price list at the time of closing the lease agreement.
4. The Rent is payable at the time of termination of the lease agreement through the application. The rent is paid through the payment gateway with the payment card entered by the Lessee when registering the user account. The Lessee acknowledges that the rent from each terminated lease agreement in the Lessee's user account will be automatically deducted from his payment card. Confirmation of payment will be delivered to the Lessee by e-mail and the payment of rent will be recorded in the mobile application for the specific lease agreement, respectively the specific means of transport.
5. In the event that the Lessee's payment card does not have sufficient funds to pay the rent and the Lessee does not pay the due rent or other obligations according to the terms and conditions within five calendar days, the Lessor is entitled to block the Lessee's access to the mobile application reservation system until payment of all payable liabilities of the Lessee arising from the concluded general agreement, lease agreement and terms and conditions. After payment of all due obligations of the Lessee arising from the concluded general agreement, lease agreement and terms and conditions, the Lessor shall again allow the Lessee access to the reservation system of the application.

**VIII.
INSURANCE, DAMAGE REIMBURSEMENT**

1. Cars and Choppers are registered under the Lessor's business name and have legal liability insurance for damages caused by the operation of a motor vehicle and accident insurance with a co-participation of 5%, at least CZK 5,000. The insurance conditions are published on the Lessor's website.
2. In the case of imposing a fine for an illegal act caused by the Lessee in connection with the use of the means of transport, the Lessee is obliged to pay such a fine to the administrative body without delay, if possible on the spot and in person. In the event of non-payment of such a fine, the Lessor is entitled to demand payment of the fine from the Lessee and in the event of non-payment to further enforce it.
3. In the event of damage caused by the Lessee in connection with the use of the means of transport, especially non-compliance with legal regulations or at the fault of the Lessee, the damage will not be subject to legal, respectively accident insurance of the Lessor, the Lessee is fully liable for the damage caused. In the event that part of the damage is covered by the Lessor's insurance, the Lessee is obliged to reimburse the Lessor for the remaining part of the damage and co-participation, or only co-participation according to the insurance conditions of the Lessor.
4. The Lessee is also obliged to pay fines for incorrect parking, or costs related to the assembly and disassembly of the means that prevents the departure of the means of transport or the fee for towing the means of transport. In the event of payment of these costs by the Lessor, the Lessor is entitled to demand the payment of these costs from the Lessee and in the event of their non-payment by the Lessee, to further enforce it.
5. In the event that the Lessee leaves the means of transport to the use of a third party, the third party and the Lessee shall be jointly liable for any damage caused and compensation for costs incurred by the Lessor as a result of the breach of the Lessee's obligations.

VI. RIGHTS FROM DEFECTIVE PERFORMANCE OF THE LESSEE

1. The Lessee acknowledges that the Lessor is not responsible for the actions of third parties or for other circumstances caused by force majeure. The Lessor is not responsible for the fact that a third party, as in another Lessee, concludes a lease agreement for the means of transport faster than the Lessee.
2. The Lessor is only liable for culpable breach of its obligations. The Lessor is not liable for any damage that may occur to the Lessee or a third party in case of incapability to temporarily use the selected means of transport, failure to reach the Lessee's destination due to failure of the means of transport, as well as damage caused by unavailability of the reservation system.
3. The lessor is not liable for damages caused by the error of third parties, e.g. mobile operators or data or Internet service providers.
4. Rights from defective performance of the Lessee are governed by the provisions of § 1914 et seq. of the Civil Code.
5. The Lessee is entitled to file a complaint by e-mail or in writing to the address of the Lessor's registered office published in the Commercial Register. When making a complaint, the Lessee is obliged to specify the defect of the means of transport or to notify the Lessor about the defect's characteristic.
6. The Lessor is obliged to settle the complaint made by the Lessee without delay, but no later than thirty (30) days from the date of its application. The Lessor shall issue a

written confirmation to the Lessee about the filing of the complaint by e-mail, in which will be stated when the Lessee filed the complaint, what is the subject of the complaint and what method of settling the complaint the Lessee requires.

7. The Lessor is obliged to issue a written confirmation to the Lessee after the settlement of the complaint regarding the method of handling the complaint.
8. The Lessee has the right to be reimbursed for incurred costs related to the application of the complaint. The Lessee can exercise the right for reimbursement of the incurred costs within one (1) month after the expiry of the period in which the defect must be claimed.

VIII. TERMINATION, WITHDRAWAL FROM THE CONTRACT, DELIVERY

1. The Lessee acknowledges that:
 - a) The general agreement is closed for an indefinite period of time without a notice period, so the Lessee is entitled to terminate the general agreement at any time without giving a reason and timeframe,
 - b) for out-of-court settlement of complaints, the Lessee must contact the Lessor by e-mail. The authority of out-of-court settlement of consumer disputes is the Czech trade inspection (www.coi.cz);
 - c) The general agreement and lease agreements can only be concluded in Czech language..
 - d) The Lessee has the right to withdraw from the general agreement or the lease agreement within fourteen (14) days of their closing. The Lessee is obliged to deliver the withdrawal from the general agreement, respectively the lease agreement, to the Lessor by e-mail or to the address of the Lessor's registered office registered in the Commercial Register.
 - e) in the event that the Lessee has already started using the means of transport, ie. has already closed a lease agreement with the Lessor at the time of withdrawal from the general, respectively lease agreement, and therefore the service was provided before the expiry of the period for withdrawal from the general, respectively lease agreement, the Lessee has no right to withdraw from the already concluded and terminated lease agreement and is not entitled to a refund of the rent from the already concluded and terminated lease agreement.
2. All correspondence between the Lessor and the Lessee will be delivered via e-mail or in writing to the address of the Lessor's registered office published in the Commercial Register.

IX. FINAL PROVISIONS

1. These terms and conditions come into effect on 1.7.20.
2. The Lessor is entitled to change and modify the business conditions over time regarding the use of the means of transport.
3. The framework agreement and the lease agreement are governed by the law of the Czech Republic and all disputes arising from these agreements will be decided by the competent courts in the Czech Republic.

4. The lessor's rights arising from liability for damage or other provisions of the terms and conditions, which by their nature are to last even after the termination of the general agreement or lease agreement, remain valid and enforceable even after their termination.
5. The provisions of the contractual penalty do not affect the Lessor's right for compensation of damages in full.
6. If certain provisions of the terms and conditions become invalid or ineffective due to a change in legislation or other reasons, the other provisions shall remain effective, unless this is contrary to their purpose, and unless they are provisions that cannot be separated from the other content of the terms and conditions.
7. All contractual penalties and damages according to these terms and conditions are payable within 7 days from the date on which the Lessee was requested by the Lessor to pay them. In the event of non-compliance with the obligation to pay a justified claim within the due date, civil court proceedings will be initiated to enforce the claim.
8. An integral part of these terms and conditions are the following attachments available on the Website:

Kodex fair play

Price list

Opening hours

Our insurance conditions

Privacy policy

Sample form for withdrawal from the general agreement or lease agreement

IGNIT, a.s.