

TERMS AND CONDITIONS

AND.

INTRODUCTORY PROVISIONS

1. These terms and conditions govern mutual rights, obligations and principles for the use of all shared means of transport when concluding a contractual relationship between the landlord and the lessee means of transport in the Czech Republic and are an integral part of the framework agreement and lease contracts.
2. Means of transport according to these terms and conditions mean cars on fuel and LPG, electric motors - choppers or electric scooters (hereinafter collectively referred to as "Transport means").
3. The lessor of the Vehicle is the company Ignit Sharing doo OIB: 36913310294, Slatinska 59, Novalja 53291, Republic of Croatia, email: info@ignit-ride.com (hereinafter "Lessor").
4. The lessee of the Vehicle is any person using the Vehicle, ie. cars, choppers or electric scooters on the basis of a concluded contractual relationship according to of these terms and conditions (hereinafter referred to as the "Lessee").
5. The contractual relationship for the use of the Vehicle is established by concluding a framework contract, on the basis of which is subsequently concluded a lease agreement for the purpose of using a specific Vehicle.
6. These terms and conditions apply to any Means of Transport. In business In these conditions, the provisions may be adjusted only for a specific means of transport.
7. The means of transport is used for passenger transport and for the transport of a reasonable amount of goods, after roads. Electric scooters are also used for transport on cycle paths.

II.

CONCLUSION OF FRAMEWORK AND LEASE AGREEMENT

1. The contracting parties, ie the Lessor and the Lessee, are obliged to use the Vehicle to conclude a framework agreement, which serves as a basis for concluding individual lease agreements for the purpose of using the Vehicle. After concluding the framework agreement, the Lessee will gain access to his user account.
2. The subject of the framework agreement is the Lessor's obligation to leave the Lessee to a temporary one uzivani Means of transport and the Lessee's obligation to pay the Lessor for the use of the Transport lease in accordance with the concluded lease agreements (hereinafter referred to as the "Framework Agreement").
Ramcova
the contract, including these business conditions, further regulates the method of concluding and terminating individual lease agreements and the mutual rights and obligations of the contracting parties.
3. The Framework Agreement can be concluded in full, ie for the purpose of using 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 Framework Agreement if the following conditions are met:
and) The tenant has reached the age of 18;
b) The lessee is the owner of a valid ID and driver's license (in the case of car license and chopper, a driving license of group B) is required;
C) The lessee owns a driver's license (with any authorization) at least 12 months;
d) The tenant holds a valid payment card.
5. To conclude the Framework Agreement only to the extent for the use of electric bicycles, the Lessee must meet only the conditions set out in point 4 (a) a) and d). The scope of the Framework Agreement can be determined later
change at any time in the mobile application.
6. The Framework Agreement will be concluded on the basis of the Lessee's proposal made:
and) 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 sending the Tenant's proposal to the conclusion of the Framework Agreement will be verified by the data entered by the Lessee (e-mail, telephone number, personal data). To verify the e-mail address of the Tenant, he will go to the address entered by him during registration sent an email with a confirmation link. To verify the telephone number, the Lessee is obliged to enter the code sent to the mobile application to the telephone number specified by him in the registration form. IN the event that the e-mail address and telephone number are not verified by the Lessee, Framework the contract will not be concluded.

7. When concluding the Framework Agreement, the Lessee is obliged to provide a copy of the documents listed in point 4

letter b) of this Article II. business conditions, portrait with ID and driver's license (on the photograph must show both the portrait of the Tenant and the front and back of the civil and driving license), and other information to prove your identity. Given the character provision of personal data by the Lessee, the Lessee is obliged to give the Lessor consent to the processing personal data.

8. The Landlord is entitled to invite the Lessee to send new documents for the conclusion of the lease contracts in case of their incompleteness, illegibility or in case of doubt as to 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 tenant notes that in case of outdated The data in the identity card or driver's license that the Lessor has at his disposal do not have to be The Lessee shall cover the insurance of the Vehicle.

10. The Framework Agreement is concluded by sending a confirmation of the conclusion of the Framework Agreement by e-mail

the address of the Lessee stated during registration. The Lessor shall send the Lessee a confirmation of the conclusion of the Framework

provided that the Lessee has met all the conditions for concluding the Framework contracts, including the Lessor's internal rules. The Lessor's decision on acceptance

of the Lessee's proposal for the conclusion of the Framework Agreement is a decision of the Lessor and is not in any way

legally enforceable.

11. The Lessee may have concluded only one Framework Agreement and established only one User Agreement account. In the event that the Lessee does not meet the conditions of these terms and conditions or in the past has violated its obligation arising from the Framework Agreement, the Lessor is not obliged to conclude with The tenant of the new Framework Agreement.

12. The framework contract within the scope of use of the Vehicle is concluded for a definite period of time, namely until the validity of the Lessee's driving license. The framework contract is extended for a period validity of the Lessee's new driving license, if the Lessee sends a new copy to the Lessor driving license in the manner indicated above, ie a portrait with a driving license (in the photo both the portrait of the Lessee and the front and back of the driving license must be depicted).

13. The framework contract may be terminated by notice or agreement of the parties. He may resign Landlord and Tenant without giving a reason and without notice. Termination is effective upon delivery the other party.

III.

LEASE AGREEMENT

1. The lease agreement may be concluded by the contracting parties only if between the Lessor and the Framework Agreement was concluded by the Lessee.

2. The Lessee can book the available Means of Transport selected by the Lessee through mobile application after logging in with your user account.

3. In the event that the means of transport is OK, it does not show any signs of damage, by pressing the "Unlock" button in the mobile application, the Lessee concludes a lease with the Lessor a contract, the subject of which is the transfer of a specific Vehicle by the Lessor for temporary use by the Lessee and the Lessee undertakes to pay the Lessor rent in accordance with valid price list.

4. The means of transport may be used only by the Lessee who has concluded a Framework with the Lessor contract and subsequently a lease contract for a specific Means of Transport. Abandonment The means of transport for use by a third party is considered a material breach of duty Tenant. In the event of leaving the Vehicle to a third party, the Lessee is responsible for all caused damage in full, regardless of the agreed amount of co-participation insurance cover. The landlord is also entitled to a contractual penalty of CZK 15,000.00. Payment of the contractual penalty does not terminate the right to damages.

5. To terminate the lease, the Means of Transport via the mobile application is required lock and pay rent. The Lessee is obliged to remain with the Vehicle until until the vehicle is actually locked.

6. The Lessee may use only one Means of Transport on the basis of the Lease Agreement. For the Lessee is obliged to terminate the previous lease agreement using another Means of Transport via the mobile application by locking the Vehicle 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 Vehicle immediately after concluding the lease agreement provided that the data provided by the Lessee and documented documents during registration, resp. at The conclusion of the Framework Agreement is still current and valid. Incorrect and outdated of the above data and documented documents is considered a serious violation of business conditions. Tenant acknowledges that in such a case it is not covered by insurance coverage and the Landlord is entitled to withdraw from such Framework Agreement.

IN.

TENANT USER ACCOUNT

1. A username and password are required to access the user account. Custom the name is the e-mail address of the Lessee 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. In case of forgetting

passwords it is possible to reset the password to the user account through the mobile application.

2. Only the Lessee is entitled to use the User Account, not a third party. In case of using a user account by a third party bears all responsibility for the use of the Lessee's user account.

3. The Lessor is entitled to block the Lessee's access to his user account in the event breach of any obligation of the Lessee under the business conditions, the Framework Agreement or lease agreement.

4. In the event of theft or misuse of the username, the Lessee is obliged to do so Notify the landlord immediately.

VI.

USE OF THE VEHICLE, TERMINATION OF THE RENTAL AGREEMENT

1. The car contains all the necessary documents and mandatory equipment for its proper use, ie a small technical card, proof of payment of compulsory insurance, first aid kit, reflective vest, and card CCS for refueling fuel and LPG depending on the car model. The Lessee is entitled to the CCS card use when paying for fuel or LPG consumption with the help of gas station staff. There is a CCS to each card assigned a special PIN, which will be placed together with the CCS card in the storage compartment in the car. The Lessee is not entitled to use the CCS card for refueling a car other than the one for which the card was CCS assigned. In the event of a breach of this obligation, the Lessor is entitled to payment of 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 check the condition before taking over the Vehicle The means of transport, both its external and internal control. In case of finding any damage to the Vehicle before its use, the Lessee is obliged to damage the Vehicle notify the Lessor. If the Lessee damages the Vehicle to the Lessor does not notify and concludes the use of the damaged Vehicle by mobile application lease agreement by unlocking the means of transport passes responsibility for damage to the Vehicle to the Lessee, although he did not cause this damage. Visual control by the Lessee is a necessary obligation of the Lessee before each conclusion of the lease contract, as from the unlocking to the locking of the Vehicle via the mobile application bears full responsibility and responsibility for the Lessee's Vehicle. The tenant is further obliged to secure and check the condition of the battery before starting the ride, resp. tank condition, Means of transport. In case of a difference between the real state of the battery, resp. tanks, with condition specified in the mobile application, the Lessee is entitled to the Means of Transport before the start of the journey return. In such a case, the Landlord will not charge the Lessee any fees or rent.

3. The Lessee is liable for damage caused to the Vehicle at the time of its use. For defects that the Lessee notified to the Lessor before concluding the lease agreement or that other a third party as a lessee has notified the Lessor, the Lessee is not responsible.

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 the specific Means of Transport for which concluded a lease agreement with the Lessor, for driving on roads (at electric bicycles also on cycle paths) according to the relevant legal regulations. At the chopper must wear a safety helmet;

b) The Lessee is obliged to drive the Vehicle exclusively in person, ie. must not leave Means of transport for use by a third party. The electric scooter is intended only for one person.

c) The lessee is obliged to comply with the rules of the road and all the duties of the driver in the sense of generally binding legal regulations, especially Act No. 361/2000 Coll. on traffic on roads and all other related regulations applicable to road traffic in the Czech Republic;

d) The Lessee is obliged to notify the Lessor of damage to the Vehicle without delay after the damage to the Vehicle has been discovered by the Lessee,

E) in the event of a traffic accident, the Lessee is obliged to notify the telephone immediately To the landlord that he is a participant in a traffic accident, always call the police to the traffic accident and write a report on the accident. The tenant is always obliged to make a detailed one photo documentation of traffic accidents and damaged vehicles. In the event that the Lessee does not contact Police or Landlord, this is a material breach of business conditions and In such a case, the Lessor is entitled to withdraw from the Framework Agreement and against Tenants demand a contractual penalty of CZK 10,000.00. Claim for damages contractual penalty is not affected.

f) in the event of a loss event, the Lessee is obliged to hand over the entire event to the Lessor documentation relating to the loss event without undue delay;

G) The Lessee uses the Means of Transport at his own risk,

h) The Lessee is obliged to secure the Vehicle against theft. The tenant is obliged comply with these conditions of use of the Vehicle and take the following steps: before locking the car:

1. brake the car with the parking brake;
2. engage gear "neutral" N in the case of manual transmission and "P" in in the case of an automatic transmission;
3. close all windows;
4. write the remaining tank capacity to the mobile application;
5. close all doors after getting out of the car.

before locking the Chopper:

1. switch off the engine if the model so requires;
2. write battery capacity to the mobile application, if required by the model;
3. hide safety helmets in the box located on the Chopper not on the handlebars chopper.

before locking the scooter:

1. tilt the stand;
2. take a photo of an electric scooter in a mobile application so that you can tell if is fine and properly parked.
5. In the event that the Vehicle becomes unfit for use, immobile or appears other defect preventing its proper use, the Lessee is obliged to contact by phone immediately Landlord. The Lessee may not repair the Vehicle by himself. Eventual the costs incurred for repairs by the Lessee will not be compensated by the Lessee in any way, nor will the Lessor provide the Lessee with another means of transport for use. Ust. § 2210 par. 3 of Act no. No. 89/2012 Coll., Civil Code, as amended (hereinafter only the "Civil Code") shall not apply.
6. The tenant must not interfere in any way with the structure and interior equipment Means of transport. In the event of a breach of this obligation, the Lessor has the right to a contractual a fine 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 Vehicle, e.g. removal of visible pollution caused by the Lessee. Ust. § 2325 paragraph 2 of the Civil Code of the Code shall not apply.
8. The Lessee acknowledges that the Vehicle has built-in monitoring equipment, which monitor the movement of the Vehicle and monitor the course and driving style. The tenant follows with by using the Vehicle, he agrees with the monitoring device. The tenant must not be with tracking manipulate the equipment in any way and cover it in any way.
9. The Lessee is obliged to hand over the Vehicle to the Lessor after the termination of the Lease Agreement through the mobile application without any defects and damage. Otherwise for this takes the Lessee full responsibility. The Lessee is obliged to hand over the Means of Transport in Landlord-defined zone for parking the Vehicle free of charge and time restrictions of the so-called "IGNIT zone". The Lessee is entitled to park with the Vehicle at reserved for residents, ie. in the so-called blue and purple zone.
10. Is prohibited:
 1. use a car with a tank capacity lower than the range of 80 km;
 2. use a Chopper with a battery capacity of less than 5%.
11. If the Lessee will use a Chopper car or electric scooter in violation of point 10 above, the Lessor is entitled to demand from the Lessee a contractual penalty in the amount of CZK 5,000.00 and at the same time reimburse the costs related to the return of the Vehicle to the IGNIT zone or

reimbursement of the cost of towing them.

12. Only one person who has concluded a framework contract can use (drive) an electric scooter. If the electric scooter is used by more than one person at a time, we will take it as essential breach of your obligations. In this case, you are responsible for any damage caused. If you will use an electric scooter (drive, ride) more than one person we are authorized to do charge a contractual penalty in the amount of CZK 10,000. We can charge these amounts according to our discretion by any payment method in your account and without notice.

13. The Lessee may not park the Vehicle in the "forbidden zone" shown on relevant map. Furthermore, the Lessee may not park the Vehicle in the underground garages, as the GPS signal may be lost and the GPS signal may be lost for more than 15 minutes the Vehicle is automatically considered lost / stolen. If a loss occurs GPS signal, the Lessor contacts the Lessee to arrange a remedy. Otherwise it will be the case was handed over to the Police as a loss of the Vehicle.

14. In the event that the Lessee leaves the Means of Transport in the "forbidden zone" or in a place where he would If the GPS signal has been lost for more than 15 minutes, the Lessor is entitled to request from The Lessee has a contractual penalty for breach of duty in the amount of CZK 10,000.00 and further compensation for those incurred related costs. We may charge these amounts at our sole discretion payment method in your account and without notice.

VII.

TIME OF RENT, RENTAL, 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 Framework Agreement or the lease contract or generally binding legal regulations, the Lessor is entitled to the lease agreement even at the time of its duration, ie. when using the Vehicle, resign at any time. In such In this case, the Lessee is obliged to return the Vehicle to the Lessor at the time of the telephone or oral appeals.

3. The rent is set per unit of time and is governed by a valid and effective price list at the time of closing Lease agreements.

4. The rent is payable at the time of termination of the Lease Agreement through the application. Rent is paid through the payment gateway with the payment card requested by the Lessee when registering the user account. The Lessee acknowledges that the rent from each terminated lease in the Lessee the user's account will be automatically deducted from his payment card. Confirmation of payment will be delivered to the Tenant by e-mail and the payment of rent will also be recorded in the mobile application at specific lease agreements, resp. of a specific Vehicle.

5. In the event that the Lessee's payment card does not have sufficient funds for payment rent and the Lessee does not pay due rent or other liabilities according to the business conditions by five calendar days, the Lessor is entitled to block the Lessee's access to the reservation mobile application system, until the payment of all due liabilities of the Lessee resulting from the concluded Framework Agreement, lease agreement and business conditions. After payment of all payable liabilities of the Lessee arising from the concluded Framework Agreement, lease agreement and business conditions Landlord Tenants will again allow access to reservation system application.

VIII.

INSURANCE, DAMAGES

1. Cars and Choppers are registered with the Lessor's business name and have been agreed statutory liability insurance for damages caused by the operation of a motor vehicle and accidents insurance with a co-payment of 5%, minimum CZK 5,000. Insurance conditions are published on the Landlord'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 (block fine), and in person. In case of non-payment of such a fine the Lessor is entitled to demand payment of the fine from the Lessee and in case of non-payment further enforce.

3. In the event of damage caused by the Lessee in connection with the use of the Vehicle, in particular with non-compliance with legal regulations or through the fault of the Lessee and there will be no damage to this apply legally, resp. accident insurance of the Lessor, the Lessee is responsible for the caused damage in full. In the event that part of the damage caused will be covered by the Landlord'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

assembly and disassembly of a means to prevent the departure of the Vehicle or a fee for towing Vehicle. In the case of payment of these costs by the Lessor, the Lessor is entitled to require the Lessee to pay these costs incurred by the Lessor and in case of non-payment, it is further enforced by the Lessee.

5. In case of leaving the Vehicle by the Lessee to a third party, they are responsible for the caused damage and compensation for costs incurred by the Lessor as a result of breach of obligations. The Lessee is a third party and the Lessee jointly and severally.

VIII.

INSURANCE, DAMAGES

1. Cars and Choppers are registered with the Lessor's business name and have been agreed statutory liability insurance for damages caused by the operation of a motor vehicle and accidents insurance with a co-payment of 5%, minimum CZK 5,000. Insurance conditions are published on the Landlord'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 (block fine), and in person. In case of non-payment of such a fine the Lessor is entitled to demand payment of the fine from the Lessee and in case of non-payment further enforce.

3. In the event of damage caused by the Lessee in connection with the use of the Vehicle, in particular with non-compliance with legal regulations or through the fault of the Lessee and there will be no damage to this apply legally, resp. accident insurance of the Lessor, the Lessee is responsible for the caused damage in full. In the event that part of the damage caused will be covered by the Landlord'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 assembly and disassembly of a means to prevent the departure of the Vehicle or a fee for towing Vehicle. In the case of payment of these costs by the Lessor, the Lessor is entitled to require the Lessee to pay these costs incurred by the Lessor and in case of non-payment, it is further enforced by the Lessee.

5. In case of leaving the Vehicle by the Lessee to a third party, they are responsible for the caused damage and compensation for costs incurred by the Lessor as a result of breach of obligations. The Lessee is a third party and the Lessee jointly and severally.

VI.

RIGHT FROM DEFECTIVE PERFORMANCE OF THE TENANT

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 Landlord is not responsible for being a third party as another Tenant concludes the Lease Agreement for the Vehicle faster than the Lessee.

2. The landlord is only liable for any breach of duty. The landlord is not responsible for any damage that the Lessee or a third party may incur in case of impossibility temporarily use the selected Means of Transport, by not reaching the Lessee's destination point due to breakdown of the Vehicle, as well as for damage caused by the unavailability of the reservation system.

3. The landlord is not liable for damages caused by the error of third parties, such as mobile operators or data or internet service providers.

4. The right from defective performance of the Lessee is governed by the provisions of § 1914 et seq. civil law.

5. The Lessee is entitled to file a complaint by e-mail or in writing to the address of the Lessor's registered office publication in the Commercial Register. When making a complaint, the Lessee is obliged to report the defect. Inform the means of transport or the Lessor how the defect manifests itself.

6. The Lessor undertakes to settle the complaint made by the Lessee without undue delay, however, no later than thirty (30) days from the date of its application. The Landlord will issue a complaint about the complaint.

A written confirmation by the Lessee by e-mail stating when the Lessee will file a complaint, what is the subject of the complaint and how the Lessee requests the settlement of the complaint.

7. The Landlord undertakes to issue a written confirmation of the method to the Lessee after the settlement of the complaint handling.

8. The Lessee has the right to reimbursement of all costs incurred in connection with the complaint. The Lessee is obliged to exercise the right to reimbursement of expediently incurred expenses within one (1) months after the expiry of the period in which the defect must be alleged.

VIII.

TERMINATION, WITHDRAWAL FROM THE CONTRACT, DELIVERY

1. The Lessee acknowledges that:

a) The framework contract is concluded for an indefinite period without notice, so the Lessee does so entitled to terminate the framework contract at any time without giving a reason and period of notice,

b) for out-of-court settlement of complaints, the Lessee must contact the Lessor by e-mail.

The subject of out-of-court settlement of consumer disputes is the Czech Trade Inspection Authority (www.coi.cz);

C) The framework agreement and lease agreements can be concluded only with the Czech language.

d) The Lessee has the right to withdraw from the Framework Agreement or the Lease Agreement within fourteen (14) days from their conclusion. Withdrawal from the framework contract, resp. lease agreement is the Lessee is obliged to deliver to the Lessor by e-mail or to the address of the Lessor's registered office registered in commercial register.

E) in the event that the Lessee has already started using the Means of Transport, ie. already concluded with the Landlord

lease agreement at the time for withdrawal from the Framework, resp. lease agreement, and therefore there was provision of the service before the expiry of the period for withdrawal from the Framework, resp. lease agreements, The lessee has no right to withdraw from the already concluded and terminated lease agreement and has no right to return the rent from the already concluded and terminated lease agreement.

2. All correspondence between the Landlord and the Lessee will be delivered via by e-mail or in writing to the address of the Lessor's registered office published in the Commercial Register.

IX.

FINAL PROVISIONS

1. These business conditions come into force and effect on July 1, 2020.

2. The Lessor is entitled depending on the use of the Vehicle over time change and modify business conditions.

3. The framework agreement and the lease agreement are governed by the law of the Czech Republic and all disputes arising from these contracts will be decided by the competent courts in the Czech Republic.

4. Lessor's rights arising from liability for damage or other business provisions conditions which, by their nature, are to last even after the termination of the framework agreement or lease agreement they remain valid and enforceable even after their termination.

5. The provision on the contractual penalty does not affect the Lessor's right to compensation for damages in full scope.

6. If any provision of the Terms and Conditions becomes invalid or ineffective due to a change legal regulations or other reasons, the other provisions remain in force, unless this contradicts their purpose, and unless it is a provision that cannot be deduced from the other content of the terms and conditions separate.

7. All contractual penalties and damages according to these terms and conditions are payable within the period within 7 days from the day when the Lessee was called by the Lessor to pay them. In case of non-compliance obligation to pay a legitimate claim within the due date, will be initiated to recover the claim civil proceedings.

8. An integral part of these terms and conditions, these annexes are available at

Fair play code

Pricelist

Privacy policy

Sample form for withdrawal from the general agreement or lease agreement