

GENERAL BUSINESS CONDITIONS OF AUTONAPŮL, COOPERATIVE

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1. General Provisions

1.1. GBC

1.1.1. These General Business Conditions of the company AutonapŮl, cooperative (referred to hereinafter as GBC) regulate the mutual rights, duties and principles of the contractual relationship between the company AutonapŮl, cooperative (referred to hereinafter as AutonapŮl) and You, a Client of AutonapŮl, established by the framework contract concluded between You and AutonapŮl for an indefinite period (referred to hereinafter as the Contract), the subject of which is permitting the temporary use of means of transport (referred to hereinafter as the "Vehicle") designated in the Reservation system for temporary use. You undertake to pay the agreed rent for the use of these Vehicles, and this is at the level and under the conditions given in this Contract, these GBC, Principles of Personal Data Protection, Price List and other contractual documents. These GBC regulate certain provisions of the Contract in more detail.

1.1.2. These GBC constitute an integral part of the Contract.

1.1.3. The regulation contained in the Contract, any other agreements concluded with You or special business conditions issued by AutonapŮl by which You are bound have precedence over these GBC.

1.1.4. Every term with an initial capital letter used in these GBC has the meaning assigned to it in these GBC. You will find an overview of the definitions in Article 9.

1.1.5. There is no legal entitlement for concluding of Contract. AutonapŮl reserves the right to refuse closing a Contract without giving a reason.

1.2. AutonapŮl and You

1.2.1. The company AutonapŮl, cooperative, having its registered office at the address Údolní 567/33, 60200 Brno, is registered in the companies register kept by the Regional Court in Brno, section Dr, volume 5087, business ID No 29301751. The Contact e-mail address of AutonapŮl is: autonapul@autonapul.cz.

1.2.2. AutonapŮl provides its services in the Czech Republic on the basis of trading authorisation.

1.2.3. You are a Client of AutonapŮl. You may use the services of AutonapŮl.

1.2.4. The relations between You and Autonapůl are governed (i) by the relevant contracts concluded between Autonapůl and You, (ii) by these GBC with their annexes (in particular the Pricelist), (iii) Principles of Personal Data Protection and (iv) by generally binding legal regulations valid in the Czech Republic in this specified order.

1.2.5. Your e-mail address as given in the Contract is deemed as verified Communication channel for the purposes of these GBC. Messages delivered from this e-mail address to Autonapůl are considered as messages from you. Your e-mail address as given in the Contract is considered to be part of your Identification details.

2. Sharing of Vehicles

2.1.1. Autonapůl allows You to share a Fleet of passenger cars and trailers and potentially other equipment. The list of Categories of vehicles constituting the Fleet is a part of the Pricelist and may be amended by Autonapůl with regard to the expansion or narrowing of the Fleet.

2.1.2. All motor Vehicles in the Fleet of Autonapůl are equipped with a technology for monitoring of the position of the Vehicle (GPS technology), for remote communication with the Vehicle (GSM technology) and with a device for operation of the central lock of the Vehicle with a chip card. These technologies enable sharing of the Fleet in Autonapůl and constitute key component of the business offer of Autonapůl. The above-mentioned technologies are located in one piece of hardware: On board computer unit.

2.1.3. Any interventions of Yours in the above-mentioned hardware or settings of it will be considered a serious violation of these GBC with all the consequences (see articles 7.1.4. and following).

2.1.4. Autonapůl does not guarantee that a certain Vehicle will be available to You at the time You select. The vehicle sharing system works on the principle of timely Reservation, i.e., the User who makes his Reservation first for a specific time segment and Vehicle has the right to use the selected Vehicle.

2.1.5. Autonapůl reserves the right to replace any Vehicle anytime in the Reservation system and/or Fleet. Possible future Reservations of Clients made for replaced Vehicle Autonapůl will offer adequate replacement Vehicle.

2.1.6. Vehicles are used by all the contractual Users of Autonapůl on the basis of mandatory reservation in the internet Reservation system. You may only use a Vehicle of Autonapůl if You have it reserved for the given

time. You can use a Vehicle for the entire period from the receipt of the Vehicle to the return of the Vehicle. You are not authorised to use a Vehicle at a time when another User has it reserved.

2.1.7. You are obliged to return the Vehicle to the Parking place at the moment when Your reservation expires at the latest.

2.1.8. You pick up a Vehicle on the basis of information from the Reservation system. You take a Vehicle by unlocking using a chip card issued by Autonapůl or using electronic tool in the Reservation system on the Internet. In this way You conclude an Individual contract and assume responsibility for the Vehicle. When You take a Vehicle, You are obliged to check the technical state of the Vehicle, in particular:

- - evident damage to the Vehicle,
- - basic functionality of the Vehicle,
- - filling with fuel or fuels in all fuel tanks of the Vehicle (see art. 4.2.7),
- - extent of fouling of the Vehicle inside and outside,
- - presence of necessary documents in the Vehicle (ie. Registration and Insurance cards),
- - presence of Fuel payment card in the Vehicle.

2.1.9. You confirm performance of the above checks by a record in the Logbook of the Vehicle with Your signature attached.

3. How Autonapůl communicates with You

3.1. Autonapůl Communication channels

3.1.1. You will use the Reservation system for making Reservations of Vehicles. You can contact Autonapůl in other matters at the address of the head office or by email directly via the Contact email address (see article 1.2.1 of these GBC) or via the Autonapůl Email conference system.

3.2. Reservation system

3.2.1. The Reservation system is a tool located in the Internet for making the Reservations of individual Vehicles. The Reservation system is made accessible for You after the conclusion of the Contract and payment of the Entry fee. The Reservation system allows You to utilise the Autonapůl vehicle Fleet.

3.2.2. The Reservation system is available non-stop, with the exception of essential system maintenance, of which You will be informed from the part of Autonapůl at least 48 hours before a planned outage of

the Reservation system, and with the exception of technical problems which may occur that cannot be anticipated and influenced.

3.3. Autonapůl E-mail conference

3.3.1. The Autonapůl E-mail conference is a tool for mutual communication of all Autonapůl Clients. It serves primarily for sending of mass announcements from the part of Autonapůl and for the sharing of Autonapůl Clients' experiences.

3.3.2. The Contact e-mail address announced by You will be included in the Autonapůl E-mail conference following the signature of the Contract.

3.3.3. The managing of Your configuration in the E-mail conference comes under Your competence. Upon request Autonapůl will send You instructions for managing it.

3.4. Suspension of functionality of Communication channels

3.4.1. Autonapůl has the right to suspend the functionality of the Reservation system and E-mail conference or Your Identification data for the reason of (i) security, (ii) danger and/or suspicion of its unauthorised or fraudulent use and/or breach of generally binding legal regulations, (iii) breach of GBC, in particular non-settlement of due debts towards Autonapůl, until the reasons for suspension of functionality cease. Depending on the nature of the matter You will be informed of these facts.

3.4.2. Autonapůl is authorised to use automated and non-automated security monitoring systems focussing on revealing fraudulent activities in the area of electronic media.

3.4.3. If the security monitoring systems evaluate any of Your behaviour as unusual, Autonapůl reserves the right to block the relevant Communication channel or Identification data.

3.5. Rules of communication with Autonapůl

3.5.1. You are authorised to communicate with Autonapůl and reserve Autonapůl Vehicles via the Reservation system. You are obliged to carefully monitor all messages which Autonapůl sends You via the Communication channels or remote communication resources (see article 3.6 Notifications and deliveries). You take due note of the fact and agree that where legal regulations allow it, Autonapůl will use "Autonapůl", "A/2" or "Your Autonapůl" or scanned signatures as a mechanical resource replacing a signature in any communication which Autonapůl sends You via the

Communication channels or via a courier service. You consider this practice of Autonapůl as normal.

3.5.2. Your duties: You are obliged to inform Autonapůl of any change in Your Identification data without undue delay. A breach of this duty may influence the functioning of the individual Communication channels, and so in such a case Autonapůl is not responsible for errors arising during the operation of Communication channels. Neither is Autonapůl responsible for loss or other harm arising as a result of non-performance of Your duties pursuant to this article.

3.5.3. You are obliged to prevent the revelation of Your Identification data, in particular not to provide details about Your Identification data to unauthorised persons. If You discover that the Communication channel or Your Identification data could have been abused, You are obliged to contact Autonapůl without delay and request the blocking of access. You must proceed in the same way if You have lost Your Identification data and/or it has been stolen from You.

3.6. Notifications and deliveries

3.6.1. In cases where legal regulations allow it, Autonapůl will always deliver documents to You electronically (in particular by e-mail, or other electronic media), otherwise in person, via the holder of a postal licence or via a courier service by sending to Your address given in the Contract or to another address known to Autonapůl. You take due note of the fact that communication via electronic resources is the common practice of Autonapůl.

3.6.2. You undertake to check your e-mail inbox and other electronic media via which Autonapůl may make deliveries to You to a sufficient extent so that there is no obstruction of the efficacy of the acts performed in reference to You from the part of Autonapůl pursuant to the Contract or GBC.

3.6.3. In cases where legal regulations allow it, You will deliver documents to Autonapůl electronically (by e-mail or other electronic media), otherwise in person to the Contact address, by regular post or courier post to the Contact address or other address of Autonapůl given on our internet page www.autonapul.cz.

3.6.4. The effects associated with delivery occur for documents sent by e-mail or other electronic communication resources at the moment when Autonapůl receives confirmation of delivery of the sent e-mail, on the day following its sending at the latest, if You do not prove that it had not been delivered by e-mail to Your e-mail in-box in the given period.

3.6.5. At its own discretion Autonapůl will decide on the means and form of delivery in compliance with legal regulations.

3.6.6. You take due note of the fact that Autonapůl can use mobile phone text messaging for communication with You in connection with the provided services, and that the text messages may contain information, notifications or warnings. Autonapůl is authorised to send mobile phone text messages to the telephone numbers You give.

4. Your responsibility and duties during Vehicle sharing

4.1. Basic rules for use of Vehicles

4.1.1. You are obliged to use the Vehicle only for the purpose for which it was intended, to adhere to all traffic, customs and other valid legal regulations. You are also obliged to use the Vehicle in a usual manner and in compliance with the standards and regulations for the given type of Vehicle. This primarily involves adherence to the parameters designated by the manufacturer concerning the technical state of the Vehicle, amount of engine oil, coolant, inflation of tyres, load of vehicle etc.

4.1.2. You are obliged to care for the Vehicle duly in the sense of preventing the incidence of damage, including the duties of adhering to the designated conditions and recommendations. You are obliged to protect the Vehicle in a corresponding manner from theft, damage or tampering of third parties not authorised to use the Vehicle, i.e., not to leave the Vehicle parked in inappropriate localities, not to leave the Vehicle unlocked etc.

4.1.3. You undertake to use the Autonapůl Vehicle in such a manner that no damage arises during its use and to take all the necessary steps to prevent the incidence of damage. Regular wear and tear of the Vehicle is not considered damage.

4.1.4. Autonapůl bears no responsibility for damage to Your personal items which You leave in the Vehicle in the course of its use.

4.1.5. Autonapůl rents the Vehicle only for the purpose of private transport of persons, animals and baggage. The use of any Vehicle for the transport of oversized loads is not permitted.

4.1.6. You take due note of the fact that all Autonapůl Vehicles are non-smoking, and smoking is forbidden in them.

4.1.7. For the entire duration of the use of the Vehicle You are obliged to have with You a valid driving licence

and all documents assumed by generally binding legal regulations valid at the place of use of the Vehicle.

4.1.8. The Vehicle may be driven only by You or a person designated by You. You as the Client are always liable for damage to the Vehicle, regardless of who was driving the Vehicle at the time of the incidence of damage (in compliance with article 8.3. and following articles).

4.1.9. Autonapůl allows You to transport live animals in the Vehicles. You undertake to take all steps necessary to ensure that the damage specified in article 4.1.3. does not occur during the transport of live animals.

4.1.10. Transport of animals in Vehicles is allowed in boxes with firm waterproof bottom only.

4.1.11. After the transport of a live animal You undertake to clean the Vehicle properly in order that article 4.2.4. be complied with.

4.2. Handing over and picking up Vehicles

4.2.1. With the picking up of a Vehicle there occurs the conclusion of an Individual contract, which becomes valid and effective thereby. The first unlocking of the Vehicle with a Chip card or using the electronic tool in the Reservation system in the Internet is considered to be the picking up of the Vehicle. The date and exact time of the first unlocking is automatically recorded in the Reservation system. The validity and effectiveness of each Individual contract is terminated at the moment of the last locking of the vehicle using the Chip card or using the electronic tool in the Reservation system in the Internet.

4.2.2. The responsibility for damage to the Vehicle transfers to the User at the moment when the Vehicle is picked up according to the preceding paragraph. Each User is responsible for damage to the Vehicle from this moment up to the Last locking of the vehicle using the Chip card or using the electronic tool in the Reservation system in the Internet.

4.2.3. The above article does not cancel the responsibility of the User for parking the car in a place where parking is forbidden at the moment of the Last locking of the vehicle using the Chip card or using the electronic tool in the Reservation system in the Internet. All fines and other payments arising from the fact of the User parking the car in a place where parking is not legally allowed will be charged to User in the next regular Invoice.

4.2.4. You undertake to hand over the vehicle in a commensurately clean and fault-free technical state. Fault-free technical state means the handing over of

the Vehicle without evident faults, damage, dirtiness or other faults which would prevent the following user from using the Vehicle duly, with consideration given to regular wear and tear.

4.2.5.If You discover a fault of the Vehicle or damage which does not directly prevent the operation of the Vehicle, it is Your duty to announce the fault to Autonapůl, and possibly to ensure rectification following agreement with Autonapůl. The handover of a faulty or dirty Vehicle without ensuring rectification or at least reporting the problem to Autonapůl is considered a fundamental breach of the GBC.

4.2.6.Handover includes a check on the state of the Vehicle, entry in the Operating journal, putting the keys from the Vehicle in the dedicated place in the Vehicle and locking up the vehicle with the Chip card or using the electronic tool in the Reservation system in the Internet.

4.2.7.As the User You have a duty to hand over the Vehicle with the fuel tank at least half full. In Vehicles that have multiple fuel tanks, such as a tank for LPG or CNG, this duty of Yours as a User applies to all tanks of the Vehicle.

4.2.8.The Vehicle is handed over in locations specified in the List of Handover locations. The List of Handover locations is issued from the part of Autonapůl and is accessible in the Reservation system or on the web pages of Autonapůl. The Handover locations can have the form of a precisely specified parking lot, or a form of specified Zones. The handover of the Vehicle is only possible on a specified parking lot or in a specified Zone, expressly given in the List of Handover locations for the given Vehicle.

4.2.9.If the Vehicle is handed over out of specified Handover location, Autonapůl will charge a fee to the User who handed over the Vehicle out of specified Handover location. This fee is given in the Pricelist.

4.3. Payments associated with operation of Vehicle and records

4.3.1.As the User You are obliged to document each payment for fuels, repairs or other payment associated with the operation of the vehicle (according to articles 5.1.15. and 5.1.16.) with a tax document marked clearly with Your first name and surname, or with the name of legal entity, if such an entity is the Client of Autonapůl. You are obliged to put the documents into the file in the Operating journal in the Vehicle for the purposes of regular Billing.

4.3.2.Obligation to document payments in manner according to article 5.1.15. does not apply in cases, where

the Vehicle is equipped with a Fuel card and this Fuel card was used for the particular payment.

4.3.3.If the Vehicle is equipped with a Fuel card, the Fuel card is located in Operational journal.

4.3.4.In order to pay with the Fuel card a User must provide cashier with a PIN code. The PIN code is given in Operational journal.

4.3.5.Autonapůl also accepts payments up to the level of CZK 100 per Client per month, where it is not possible to gain a tax document. This involves, for example, car wash, vacuum cleaning – payments to various automated systems etc. The User marks these payments in the Logbook with the symbol "BD" (literally "without document" in Czech).

4.3.6.As the User You are obliged to record all the data about a trip and performed interventions on the Vehicle in the Logbook, or Operational journal.

4.4. Operational journal

4.4.1.The motor Vehicles from the Fleet have an Operational journal in the A5 format containing:

- a) log book;
- b) small vehicle registration card from the Vehicle;
- c) document concerning payment for third-party liability insurance ("green card");
- d) second part of highway vignette coupon;
- e) Fuel card and fuel card PIN;
- f) standardized form "Record of traffic accident";
- g) file for tax documents;
- h) contact details of Autonapůl;
- i) description of operational specifics of Vehicle;
- j) designation of Hand over place for the Vehicle;
- k) any other information important for the operation of the Vehicle or resolution of problems with the operation of the Vehicle.

5. Prices for services, billing and other financial matters

5.1. Charges, billing and payments

5.1.1.Autonapůl charges for its standard services in compliance with the Pricelist, which is available on our internet page www.autonapul.cz. You take due note of the fact that Autonapůl has the right to amend and change the Pricelist for selected Clients of Autonapůl. Autonapůl is authorised to change the scope of the provided services and the level and

- structure of charges and prices for services in the Pricelist. Autonapůl will publish any change in the Pricelist and date of effectiveness of each change via the E-mail conference or in any other way agreed with You. Autonapůl will publish a change in the Pricelist at least 14 days before the day when the new Pricelist becomes effective.
- 5.1.2. Billing of services provided to You by Autonapůl is done on the basis of automatically obtained data from On board units and Reservation system. These data include namely record of driven kilometres and record of the length of reservation (in hours).
- 5.1.3. The maximum allowed deviation of measurement of driven distance while using the On board units (see article 2.1.2) from the values measured by the Vehicle's inbuilt distance measurement gauge makes 1%, with minimum threshold of 1 kilometre, measured per one use of the Vehicle. By one use of the Vehicle we mean the interval between taking over of the Vehicle using Chip card or using the electronic tool in the Reservation system in the Internet and returning of the Vehicle using Chip card or using the electronic tool in the Reservation system in the Internet. For example, when driving distance of 2 km based on the measurement of Vehicle's inbuilt distance measurement gauge, Autonapůl can charge You anything between 1 and 3 km; when driving distance of 200 km based on the measurement of Vehicle's inbuilt distance measurement gauge, Autonapůl can charge You anything from 198 to 202 km etc.
- 5.1.4. Time of the end of Reservation as recorded in the Reservation system after the Last locking of the Vehicle using Chip card or using the electronic tool in the Reservation system in the Internet is rounded up to the whole half-hour for the purpose of regular billing.
- 5.1.5. The price for other than standard services given in the Pricelist will be agreed individually between You and Autonapůl based on prior agreement.
- 5.1.6. The frequency of billing of services of Autonapůl ("Billing period" thereafter) is given in the Pricelist.
- 5.1.7. Billing will be done each time within 20 days from the end of previous Billing period and will have the form of issue and delivery of an invoice with listing of services used by You with charges attached to those services. Billing can be done in different time on the basis of prior agreement.
- 5.1.8. All charges and fees will be billed in Czech Crowns, unless there is prior agreement on different billing currency.
- 5.1.9. The Entry fee is due within 14 days of the signature of the Contract. The payment of the Entry fee constitutes a condition for allowing the use of the Reservation system. If the Entry fee is not paid within 30 days from the date of conclusion of the Contract, the Contract between You and Autonapůl automatically expires.
- 5.1.10. The payment of the basic membership contribution to the Autonapůl cooperative is considered the payment of the Entry fee.
- 5.1.11. If You fail to pay the fees or other debts towards Autonapůl on time or even by an additional deadline which Autonapůl provides to You of at least 7 days, Autonapůl has a right to compensation for the costs of legal services, costs associated with the assertion of its claims, administrative fees and taxes and to compensation for other costs associated with the recovery of its claims (for example telephone, postal charges etc.). Autonapůl is authorised to add these amounts to Your regular billing for Billing period.
- 5.1.12. If a due receivable is not paid to the bank account of Autonapůl within three Working days after it is due, on the fourth day after the due date of the unpaid receivable Your access to the Reservation system will be blocked, and all Your future Reservations will be removed. After the settlement of the receivable, Autonapůl will renew Your access to the Reservation system, but Your cancelled future Reservations will not be restored.
- 5.1.13. If the charges (to which Autonapůl has the right) are not paid within the designated period for any reason, this does not impact the right of Autonapůl to recover them in the future.
- 5.1.14. Payments according to articles 5.1.15 and 5.1.16 paid by the User in the course of Billing period represent advances on the regular billing. Payments which You made in a currency other than Czech Crowns will be converted to Czech Crowns for the purpose of the regular billing at the exchange rate of the Czech National Bank valid as of the day of payment. All payments done by You need to be accompanied by tax receipts clearly marked with your first name and last name (see articles 4.3.1 and 4.3.5).
- 5.1.15. Autonapůl accepts following payments as advances for regular billing:
- for fuel stated as the correct fuel for given Vehicle in Operation manual;
 - for necessary operational fluids for Vehicle;
 - for replacement light bulbs and other expendable supplies for Vehicle;

- d) for automated or manual car wash;
- e) for vacuum cleaning of the Vehicle.

5.1.16. Autonapůl accepts following payments as advances for regular billing only after prior agreement of Autonapůl representative:

- a) for towing of immobile Vehicle;
- b) for repair „on the road“ when having a defect, or accident caused by You.

5.1.17. Autonapůl does not accept following payments as advances for regular billing:

- a) for motorway vignettes and highway fees abroad;
- b) for fuel other than stated as the correct fuel for given Vehicle in Operation manual;
- c) for towing or repair “on the road” after accidents caused by You (these situations are regulated by article 6.4 and following);
- d) for deferrable repairs and maintenance works not agreed ex ante (see article 6 and following).

5.1.18. The services of Autonapůl will be charged to You based on the Price plan You select pursuant to the Pricelist.

5.1.19. The Price plan can be changed only before the start of the Billing period in which You wish to apply the selected Price plan. In the course of the Billing period it is not possible to change the Price plan.

5.1.20. In order to select one of the Price Plans in the Pricelist You must comply with all of its conditions.

5.1.21. Standard due date period for invoices is given in the Pricelist.

5.1.22. If the invoice has a negative value, this means that You are owed a receivable by Autonapůl. Autonapůl will settle this invoice-credit note for You within one month of its issue.

5.2. Collection authorisation, setoff and fulfilment of obligations

5.2.1. Autonapůl is authorised to bill any due receivable You owe against Your Entry fee or Credit and to use the monies recorded as Your Entry fee for the settlement of its due receivables.

5.2.2. Autonapůl is also authorised to set off any of its monetary receivables You owe against any of Your monetary receivables owed by Autonapůl at any time, regardless of whether these receivables are due or not and regardless of their currency or the legal relationship which arises from them.

5.2.3. You are not authorised to set off any of Your receivables owed by Autonapůl without the prior consent of Autonapůl.

5.2.4. Autonapůl is also authorised to set off mutual receivables which are not yet due, receivables which are time barred, conditional or uncertain receivables, and receivables which cannot be asserted in court, and receivables which cannot be pursued by the exercise of a decision or execution.

5.2.5. Your payments will be counted against the settlement of Your undertakings towards Autonapůl in the order of first for (i) accessions and then the principal of any receivable of Autonapůl and (ii) for a receivable the performance of which is not secured or is least secured. If the due date of the undertaking You owe to Autonapůl or any part thereof falls on a day other than a Working day, the due date of Your undertaking towards Autonapůl or any part thereof is considered to be the immediately preceding Working day.

6. Resolution of problems and damages

6.1. Competencies for resolution of faults

6.1.1. A Vehicle repair is decided on in this manner:

- a) in the case of a defect on a trip the User is fully competent to deal with an urgent repair.
- b) In the case of an unclear matter (the scope of the necessary repair is not unambiguous), for the purpose of consultation the User is obliged to contact Autonapůl. Representative of Autonapůl will decide himself/herself on the scope of the repair following the consultation.
- c) Planned (deferrable) repairs must always be discussed with Autonapůl.
- d) Representative of Autonapůl is fully competent to decide on the scope of a repair.

6.1.2. Decisions on investments increasing the value of a Vehicle (for example, towing equipment, roof rack, radio etc.) are taken by Autonapůl independently or at the suggestion of Yours.

6.1.3. If You spend an amount higher than CZK 3000 on a Vehicle repair, You can ask Autonapůl for immediate reimbursement, and this shall be via the Communication channels, with specification of account number, purpose and amount. This payment request must always be backed up fully by the original of the tax receipt. A payment or part thereof without the documentation using an original tax receipt will not be covered from the part of Autonapůl.

6.2. Traffic accident or damage not caused by You

6.2.1. In the case of a traffic accident You proceed according to the valid legal regulations. In the case of a traffic accident not caused by You, Autonapůl claims payment from the insurer of the culpable party. Immediate expenses for the rectification of incurred damage are paid for from the resources of Autonapůl or You (see article 5.1.16).

6.2.2. If You have had a traffic accident not caused by You, You undertake to provide Autonapůl with the necessary cooperation when dealing with all the administrative tasks, Police investigation and settlement by insurer, associated with the resolution of the insured event. Non-provision of the necessary cooperation is considered a fundamental breach of the GBC.

6.3. Traffic accident or damage caused by You

6.3.1. In the case of a traffic accident or damage caused by You, Autonapůl pays for the damage incurred according to the following rules:

- a) a) damage at a level lower than the Minimum deductible is paid for by You (the culpable party) in full;
- b) b) damage in a value higher than the Minimum deductible is paid for by Autonapůl with Your deductible. The level of the deductible is announced in the Pricelist.

6.3.2. Should agreement not be reached on the payment of the deductible between Autonapůl and You as the culprit of the accident, Autonapůl is authorised to use Your Entry to cover the deductible (in compliance with article 5.2.1).

6.3.3. If You have had a traffic accident caused by You, You are obliged to provide Autonapůl with the necessary cooperation when dealing with all the administrative tasks, Police investigation and settlement by insurer associated with the resolution of the insured event. Non-provision of the necessary cooperation is considered a fundamental breach of Contract.

6.4. Theft of the Vehicle

6.4.1. It is Your duty to announce immediately the theft of a Vehicle or attempted theft where the Vehicle incurred damage to the Police and Autonapůl.

6.4.2. If the Vehicle is stolen in the course of Your Reservation, You have a duty to pay the Minimum deductible announced by Autonapůl in Pricelist (see article 6.3.1.). If the vehicle is later found, Autonapůl will reimburse to You the Minimum deductible without undue delay.

6.4.3. If a Vehicle of Autonapůl has been stolen from You, in the course of Your Reservation, in the time immediately preceding it or in the time immediately following it, You are obliged to provide Autonapůl with the necessary cooperation when dealing with all the administrative tasks, Police investigation and settlement by insurer associated with the resolution of the insured event. Non-provision of the necessary cooperation is considered a fundamental breach of the GBC.

6.5. Fines

6.5.1. If a fine is imposed on Autonapůl on the basis of the committing of a misdemeanour or other administrative delict, Autonapůl is authorised to require the payment of an amount at the level of the fine from the User who was using the vehicle at the time when this misdemeanour or administrative delict was committed (analogous to articles 4.2.2. and 8.3.2.). In compliance with the valid legal regulations, Autonapůl will announce to the relevant administrative authority the identity of the User who was using the Vehicle at the time of the commission of the misdemeanour. Evading the payment of a fine is considered a fundamental breach of these GBC.

7. Termination of Contract

7.1. Cancellation of Contract

7.1.1. The Contract is concluded for an indefinite period. Autonapůl and You are authorised at any time to terminate the mutual contractual relationship, as a whole. The Contract can be terminated on the basis of (i) mutual agreement, (ii) notice of termination from You or Autonapůl without giving a reason, (iii) cancellation of Your access to the Reservation system from the part of Autonapůl and (iv) by automatic expiry of the Contract which occurs on the thirtieth day after the conclusion of the Contract if You do not pay the Entry fee (according to article 5.1.9).

7.1.2. The termination of the Contract between You and Autonapůl may occur on the basis of mutual agreement immediately or after an agreed date after the settlement of all Your debts, including those which arise from other agreements concluded between Autonapůl and You.

7.1.3. The termination of the Contract or part thereof may also occur on the basis of Your written notice of termination or written notice of termination of Autonapůl, which, in the event that legal regulations allow it, will be delivered to the other party via the Communication channels, and this shall be even without giving a reason. The notice of termination

will be kept at Autonapůl on a permanent data medium. The notice period is 30 days and begins on the day of delivery of the notice to the other party.

7.1.4.If in some fundamental manner You breach Your duties arising from the Contract, GBC and other documents by which You are bound in terms of Autonapůl, Autonapůl is authorised to rescind this Contract immediately. The following are considered a fundamental breach of Contract:

- a) provision of untruthful information or concealment of fundamental information necessary for the conclusion and continuation of the contractual relationship.
- b) repeated breach of road traffic regulations;
- c) repeated breach of the Contract or GBC;
- d) existence of reasonable suspicion that You evidently acted in conflict with or You evidently circumvented generally binding legal regulations or that You evidently acted in conflict with good morals, the duty to act honestly in legal relations or with the fundamentals of honest business relations;
- e) start of insolvency proceedings;
- f) a petition for execution or enforcement of a judgement has been submitted against You.

7.1.5.In the case of rescinding of the Contract with immediate effect from the part of Autonapůl, Autonapůl will block Your access to the Reservation system and cancel all Your future reservations as of the date of sending of the notice of rescinding.

7.1.6.The Contract can be terminated also in case if You disagree with a change of these GBC and you terminated the Contract in accordance with article 10.2.3. of these GBC.

7.1.7.Autonapůl will inform You about the (i) rescinding of the Contract and (ii) date of effectiveness of the cancellation of Your access to the Reservation system via the Communication channels and also by announcement/recording on a permanent data medium.

7.2. Consequences of cancellation of Contract

7.2.1.After the termination of the Contract Autonapůl will cancel Your access to the Reservation system and eliminate Your e-mail address from the E-mail conference.

7.2.2.All Your debts towards Autonapůl remain valid.

7.3. Financial settlement upon termination of Contract

7.3.1.In the case of termination of the Contract pursuant to article 7.1.2. or 7.1.3. (regular termination), You have a right to the payment of the Entry fee in a period of 30 days from the termination of the Contract. Payment of the Entry fee is not justified when terminating the Contract according to the article 7.1.4. (substantial breach of obligations).

7.3.2.All Your other receivables owed by Autonapůl on the basis of separate contractual agreements will be paid to You according to the originally agreed conditions. The termination of the Contract has no impact on the conditions of these relations.

7.4. Your duties after termination of the Contract

7.4.1.After termination of the contract You are obliged to return to Autonapůl all Chip cards issued to You. You can do so both in person at the address of of Autonapůl or by regular post sent to Contact address.

7.5. Complaint claims

7.5.1.You have a right to submit to Autonapůl complaint claims against the provided services or billing via the Communication channels. Autonapůl confirms the receipt of Your complaint claim, and it will deal with Your complaint claim in complaint claim proceedings by the method specified in the Complaint claim rules, which are published on the internet page www.autonapul.cz.

7.5.2.You take due note of the fact that Autonapůl is authorised at any time to amend the Complaint claim rules unilaterally. Autonapůl will publish any changes of the Complain claim rules via the Communication channels and on its internet page www.autonapul.cz or in any other suitable manner.

8. Various

8.1. Your guarantees, declarations, consents

8.1.1.You declare that You are fully competent for acts in law and have permanent or temporary residence status in the Czech Republic. You declare that at the time of the signature of the Contract all the information and documents which You provided to Autonapůl are valid, up to date, full, precise and correct, and that You have not concealed any substantial information for Autonapůl.

8.1.2.You take due note of the fact that the Identification data serves exclusively for communication with Autonapůl and for secure and unambiguous identifica-

tion from the part of Autonapůl. You express consent to the fact that any reservations containing Your Identification data are considered Your reservations.

8.1.3. You confirm that before the conclusion of the Contract You were informed of (i) all facts associated with the conditions of the provided service, including (a) the level and due date of payments required by Autonapůl, (b) the level and due date of payments in Your favour if agreed, and (ii) You have been familiarised with the following documents: (a) GBC, (b) Pricelist, (c) Principles of Personal Data Protection and (d) Complaint claim rules.

8.2. Personal Data Protection

8.2.1. Autonapůl declares that Your personal data are processed in compliance with legal regulations and Principles of Personal Data Protection which are published on internet pages of Autonapůl (www.autonapul.cz).

8.3. Your responsibility

8.3.1. You are obliged to make sure that no damage is incurred by the Vehicles. Autonapůl bears damage to a Vehicle in compliance with the aforementioned rules (article 6 and following) unless the damage was caused by You or persons to whom You permitted access to the Vehicle (as enabled by article 4.1.8.).

8.3.2. From the moment of pick up of the Vehicle You bear responsibility for the risk of damage to the Vehicle. In the event of a traffic accident, theft, attempted theft, damage or damage of only part of the Vehicle, and also if a person was injured or killed as a result of a traffic accident, You are always obliged to resolve the situation in compliance with the procedures specified in these GBC for the individual situations. If You do not do so, You will be fully liable for the incurred damage.

8.3.3. You are obliged to fill in a traffic accident report; blank standardized form is part of the Operational journal. You are obliged to give a confirmation of participation in an accident or incidence of other damage to other parties to Autonapůl without delay, at the latest within 24 hours of the incidence of damage.

8.3.4. If damage is caused through theft of the Vehicle, You are obliged to give Autonapůl the documents and keys from the Vehicle without delay after You have learned of the theft of the vehicle, if You had the keys on You at the time of the theft of the Vehicle. If You do not do so, You will be fully liable to Autonapůl for the incurred damage. You are obliged to provide the Police, Autonapůl and its insurer with coopera-

tion during the investigation of an insured event and in the context of liquidation of a loss event or in the context of court proceedings.

8.4. Responsibility of Autonapůl

8.4.1. Autonapůl is responsible only for the damages it causes. Unless otherwise is stated, You are responsible for any damage incurred as a result of an error or omission from Your part. You are obliged to pay for any damage incurred by Autonapůl as a result of a breach of any duty of Yours arising from the contractual relationship with Autonapůl.

8.4.2. Autonapůl is not responsible for damage or other consequences caused by:

- a) non-implementation of a planned trip as a result of the unavailability of the reserved Vehicle;
- b) not reaching the destination of a performed trip as a result of a fault of the borrowed Vehicle;
- c) falsification or alteration of an identity document and/or other documents;
- d) non-announcement of loss or theft of identity documents to Autonapůl;
- e) use of Your Identification data by a third party;
- f) Your behaviour in conflict with the Contract, these GBC or legal regulations;
- g) in other cases agreed between Autonapůl and You and in cases designated by legal regulations.

8.4.3. Autonapůl is not responsible for any losses incurred in connection with any duly announced or planned outages of the Reservation system or Communication channels. Outages announced sufficiently in advance via the internet pages of Autonapůl www.autonapul.cz or in some other demonstrable and suitable manner are considered duly announced or planned outages.

8.4.4. Autonapůl is not responsible for errors arising during the operation of Communication channels. You are aware that communication with Autonapůl via the Communication channels is brokered by an operator of a third party. The damages caused by technical faults from the part of these operators are exclusively the responsibility of the party which breached its obligations.

8.5. Assignment

8.5.1. By the conclusion of this Contract You agree that neither contracting party is authorised to assign any of its payables owed by the other contracting party to a third party without the prior written consent of the other contracting party.

9. Definitions

- 9.1.1. Price list: Document which is part of Contract. It contains prices for car rental, Vehicle categories, Price plans, Minimum deductible and other important variables of Contract. It is announced by Autonapůl according to article 5.1.1.
- 9.1.2. Chip card: Electronic device for unlocking and locking the Vehicle. It may be in the shape of a card or in some other suitable shape (for example, fob). The Chip card unlocks a Vehicle only during the valid Reservation of the given User, it locks it at any time. Every User has one or more unique Chip cards.
- 9.1.3. Individual contract: during each receipt of a Vehicle an Individual contract is concluded between You and Autonapůl for the hiring of a vehicle in the sense of the Civic Code (Bill of law no. 89/2012 Coll., §2321 and following). Its aim is primarily to designate the precise time period during which You have the right to use the Vehicle You have selected and also to define the period during which You are responsible for this Vehicle in compliance with the Contract and GBC. The Individual contract is valid and effective from the moment of receipt to the moment of return of the Vehicle.
- 9.1.4. E-mail conference: The Autonapůl E-mail conference is a tool for mutual electronic communication of all Autonapůl Clients. It serves primarily for the making of mass announcements from the part of Autonapůl and also for the sharing of Autonapůl Clients' experiences.
- 9.1.5. Fleet: All the Vehicles which Autonapůl makes available to its members and Clients are described using the collective term Fleet. The Fleet of Vehicles is always accessible as a list in Reservation system. Autonapůl aims to improve the quality of the offered Vehicles, so the Fleet will be renewed on an ongoing basis. For this reason Autonapůl may change the offered types and models of Vehicles unilaterally. You agree with this practice and consider it usual.
- 9.1.6. Identification data: Data from the designation of the contracting party in the Contract or other data serving for the identification of the Client which was provided to the Client by the cooperative Autonapůl.
- 9.1.7. Categories of vehicles: For the purposes of Price plans and easier understanding on the part of Users, the Vehicles of Autonapůl are divided into categories according to size and character of use, condition of the Vehicle and comfort that they provide.
- 9.1.8. Client: Contracting party of Contract.
- 9.1.9. Logbook: Part of the Operational journal in which data about the performed trip is recorded, namely according to articles 2.1.8 and 2.1.9. Its form is designated by Autonapůl. The Logbook is the basic source of information for regular billing.
- 9.1.10. Communication channel: You can contact Autonapůl at the address of the head office (Contact address) or by e-mail directly via the Contact e-mail address or via the Autonapůl E-mail conference system.
- 9.1.11. Contact address: The Contact address of the Autonapůl head office for correspondence is Údolní 33, 60200 Brno.
- 9.1.12. Contact e-mail address: The contact e-mail address of Autonapůl is: autonapul@autonapul.cz.
- 9.1.13. Minimum deductible: Financial amount designated either absolutely or relatively for a particular Price plan, by which the Client is obliged to participate in coverage of the damages which he caused.
- 9.1.14. Fuel card: Payment card of the company enabling the payment of fuel by dedicated card, which User can use to pay for fuel and other expenditures incurred when using a Vehicle, namely at the gas stations. Use of Fuel card for payment for other items than fuel and expenditures directly linked to the use of the Vehicle will be considered as substantial breach of these GBC.
- 9.1.15. On board Unit: Device in the Vehicle, in which there is the technology described in article 2.1.2 which is necessary for carsharing service. It consists of the unit itself which is located on the wind screen of the Vehicle or in glove-box or on other suitable location in the Vehicle, from GSM/GPS antenna and chip reader, all of which is mounted on the wind screen of the Vehicle.
- 9.1.16. Police: Police of the Czech Republic or police of the relevant state in which damage to or theft of the Vehicle occurred.
- 9.1.17. Last locking of Vehicle using the chip card. Locking of the Vehicle using Chip card or using the electronic tool in the Reservation system in the Internet which occurs after the Vehicle key is put in the dedicated device. If after depositing of the Vehicle key there are multiple lockings of the Vehicle using the Chip card or using the electronic tool in the Reservation system in the Internet (eg. by a smart phone), the decisive last locking is performed by You in this manner. The precise time of such locking is recorded in the Reservation system.

- 9.1.18. Working day: Day in the week which is not a weekend or Czech state recognised holiday or day declared by Czech state authorities to be non-working.
- 9.1.19. Handover place: Specifically defined geographic area where it is possible to handover and pick up the given Vehicle.
- 9.1.20. Operational journal: A5 file which is in each Vehicle. It contains the particulars pursuant to article 4.4.1, in particular the Logbook, vehicle documents, Form "Record of traffic accident", Fuel card and others.
- 9.1.21. Reservation: Specific time slot for a concrete Vehicle, in which User has the right to use selected Vehicle. Reservations are made exclusively in Reservation system..
- 9.1.22. Reservation system: Electronic system for reservation of Vehicles on the internet. The reservation system is accessible non-stop via regular equipment for internet access.
- 9.1.23. Contract: Outline contract for provision of services concluded between Autonapůl and the Client and all its integral parts (as named in article 8.1.3.).
- 9.1.24. Price plan: Price plan is a description and conditions given in the Pricelist. Several Price plans may be designated in parallel, and each Client may use only one selected Price plan if she/he meets its conditions.
- 9.1.25. Billing period: Time period which is used as a whole for regular billing. This period usually equals one of commonly used time periods, such as week, month, quarter etc. Length of the Billing period is announced in Pricelist.
- 9.1.26. User: Client who in compliance with these GBC uses one or more Vehicles from the Fleet.
- 9.1.27. Vehicle: motor or attached Vehicle which is part of the Fleet.
- 9.1.28. Entry fee: Financial amount which the Client must deposit in the bank account of Autonapůl or in cash for the Contract to become effective. The Entry fee is returnable after the end of the Contract under conditions given in article 7 and following. The Entry fee is not interest bearing for the duration of the Contract. Amount of Entry fee is announced in Pricelist.
- 9.1.29. Invoice: Charges for use of services of Autonapůl are invoiced for each Billing period. Billing has the form of an Invoice, or credit note. Frequency of billing which equals Billing period is announced in Pricelist.

- 9.1.30. Zone: Specifically defined broader geographic area where it is possible to pick up and return Vehicles.

10. Concluding provisions

10.1. Applicable law and language

- 10.1.1. All the legal relations between You and Autonapůl are governed by Czech law, in particular Act No 89/2012 Coll., the Civil Code.
- 10.1.2. All communications between You and Autonapůl will be conducted in Czech, apart from cases where we agree otherwise. These GBC may be drawn up in several language versions. Should there be a discrepancy between the individual language versions, the Czech wording have precedence.

10.2. Changes

- 10.2.1. In the interests of improving the quality of the services provided to You, in connection with the development of legal regulations and also with regard to the business policy of Autonapůl, Autonapůl is authorised to amend these GBC and other contractual documents.
- 10.2.2. In such a case Autonapůl is obliged to propose to You a change in GBC or other contractual documents via the Communication channels at the latest two months before the day when the change of GBC or other contractual documents becomes effective.
- 10.2.3. Change of GBC or other contractual documents constitutes for the Clients a right to refuse the changes and to rescind the Contract for this reason. After notification of the change the Client has the right to rescind the Contract as of any day preceding the change becoming effective. The notice of rescinding may be submitted at the latest on the day when the change of GBC or other contractual documents becomes effective. For Pricelist the changes become effective according to article 5.1.1.
- 10.2.4. If after a notification of change the Client does not utilise its right to give notice of rescinding for this reason by the time the change becomes effective, Autonapůl shall consider this to be agreement with the change.
- 10.2.5. Autonapůl is authorised to perform a unilateral change of the business name or product or service, about which it is obliged to inform You in an appropriate manner without undue delay. The change in the business name of the product or service has no impact on the rights and duties of the contracting parties arising from the Contract.

10.2.6. If any provision of this Contract, GBC or any of the Documents is seen to be or becomes invalid or unenforceable, this shall have no impact on the validity and enforceability of the other provisions of this Contract.

10.3. Validity and effectiveness

10.3.1. These GBC become valid and effective on 25 June 2018.

Autonapůl, družstvo