

FlexUp Club Regulations

I. GENERAL PROVISIONS, DEFINITIONS

(1) This document defines the rules of the FlexUp Club. The Organizer of the Program is Flex Rent sp. z o. o. with registered office in Warsaw, ul. Bitwy Warszawskiej 1920 r. 11, 02-366 Warsaw, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw in Warsaw, XII Economic Department of the National Court Register under KRS number: 0000648633, with NIP number: 7010635672, REGON number: 365928831, share capital in the amount of 3,766,500.00 PLN ("**Organizer**").

(2) Terms capitalized in these Regulations shall have the following meanings:

2.1 Application - Flex To Go mobile application, available for devices with Android and iOS operating systems, owned by the Organizer.

2.2 Form - an application form for participation in the FlexUp Club, made available in the form on the website <https://flectogo.com/autoryzacja/rejestracja> and in the Application. Correct completion of the form enables registration in the FlexUp Club. The scope of data required to be provided in the application form is necessary for the Organizer to provide the Participant with the possibility of using all facilities available within the Account.

2.3 Account - the Participant's account in the Flex To Go system, allowing the Participant to enjoy the benefits of participation in the FlexUp Club.

2.4 FlexUp Club - the Organizer's loyalty program, the terms and conditions of which are described in this document.

2.5 Regulations - this document setting out the terms and conditions of participation in the FlexUp Club.

2.6. Participant - an individual who has completed the Form, met the conditions of participation in the FlexUp Club and joined the FlexUp Club under the terms described in Section III. below.

2.7. Service - a service provided by the Organizer under the terms and conditions described in these Regulations, which consists in enabling Participants to enjoy the benefits of participation in the FlexUp Club.

2.8 Marketing Consents - Consents to:

2.8.1. electronic marketing contact:

The Renter agrees to the processing of his/her personal data by or on behalf of Flex Rent sp. z o.o., for the purpose of sending by or on behalf of Flex Rent sp. z o.o. to the e-mail address provided by the Renter commercial information concerning its own services electronically.

2.8.2. marketing by telephone:



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The Renter agrees that Flex Rent sp. z o.o. may process personal data by or on behalf of Flex Rent sp. z o.o. for the purpose of direct marketing of its own services via incoming telephone calls and sending sms messages, initiated by or on behalf of Flex Rent sp. z o.o., to the telephone number provided and used by the Renter.

2.9 Priority Service - an additional benefit of FlexUp Club, which consists in providing the Participant with service at the Organizer's point first, before other customers. In the case of realization of Priority Service at the same time by several Participants, Participants with the benefit of Priority Service will be served in the order of arrival at the Organizer's point, before customers without Priority Service.

2.10. Premium Vehicle - an additional benefit of the FlexUp Club, consisting of a free opportunity for the Participant to rent a vehicle in the highest class available at the vehicle pick-up point on the day of vehicle pick-up.

3 The FlexUp Club is effective from 08/07/2024 until further notice.

II. TERMS AND CONDITIONS OF PARTICIPATION IN THE FLEXUP CLUB

(1) As part of the Service, the Organizer undertakes to provide the following services to Participants:

1.2. to grant Participants discounts resulting from participation in the FlexUp Club;

1.3. processing of complaint processes, in accordance with Section V. below,

1.4. to conduct marketing communications with the Participant, which is an integral part of the FlexUp Club, via e-mail or SMS;

(2) The provision of the service of participation in the FlexUp Club may also include other services currently or in the future available to Participants, under the terms and conditions described in separate regulations or in the terms and conditions of a separate promotional campaign of the Organizer.

3 Participation in the FlexUp Club is voluntary and free of charge.

III. TERMS AND CONDITIONS FOR JOINING AND PARTICIPATING IN THE FLEXUP CLUB

(1) A participant in the FlexUp Club may only be an individual who has met the following conditions together:

1.1. has reached the age of 18 and has full legal capacity,

1.2. Has a valid driver's license, authorizing him to drive passenger cars with a gross vehicle weight of 3.5 tons;

1.3. properly completed the Form;

1.4. has read the Regulations and made a statement of acceptance of the provisions of these Regulations,

1.5. has provided Marketing Consents to the Organizer and has maintained the Marketing Consents throughout the period of participation in the FlexUp Club. The granting of Marketing Consents is voluntary, but is a condition of participation in the FlexUp Club. Withdrawal of granted Marketing



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Consents will result in the Participant's unsubscription from the FlexUp Club and discontinuation of the Service to the Participant.

(2) Registration in the FlexUp Club is necessary to become a Participant in this program.

(3) The participant is obliged to keep his/her data updated in the FlexUp Club. The participant is obliged to immediately change the data referred to in the first sentence, in case of discontinuation of use of services available in the FlexUp Club through the data provided.

(4) The Participant is aware of the risks associated with failure to update the data provided by him/her. In particular, the Participant is aware of the risks associated with the inability to obtain the benefits of participation in the FlexUp Club, the inability to use the Account, as well as the inability to take advantage of promotional actions intended for Participants.

(5) For a valid reason, such as a reasonable suspicion of a Participant's violation of these Regulations, affecting the unjustified use of discounts and additional benefits in the FlexUp Club, or in the event that it is determined that the Participant has made an untrue statement as to the fulfillment of the conditions for participation in the FlexUp Club, the Organizer may permanently block the Account of that Participant.

(6) In the event that the Organizer permanently blocks the Participant's Account, the Organizer shall notify the Participant of this fact and the reason for the blocking by means of a notification in the form of an e-mail or SMS message addressed to the e-mail address or telephone number provided by the Participant within the Account, respectively.

(7) While the Account is blocked, the Participant may not use the FlexUp Club benefits available to Participants.

(8) In order to unblock an Account, the Participant is required to submit a request to the Organizer to remove the blockade. If the Organizer determines that the blocking of the Account was caused by the Participant's violation of the Regulations, the Organizer may disregard the Participant's request to unblock them. The Organizer will inform the Participant of the reason for disregarding the request through the same information channel by which it received the request from the Participant, no later than 14 days from the date of receipt of the request.

IV. DISCOUNTS AND ADDITIONAL BENEFITS AT FLEXUP CLUB

1. Participation in the FlexUp Club allows you to enjoy dedicated discounts on selected vehicle rental services, each time indicated by the Organizer.
2. FlexUp Club distinguishes 6 levels that the Participant can achieve, which entitle to the following discounts:
 - 2.1. **FlexUp 1**- The participant for registering in the FlexUp Club receives:
 - 2.1.1. made through the Organizer's website www.flextogo.com - a one-time discount of 10% on the vehicle rental service from the Organizer;
 - 2.1.2. made through the Application - a one-time discount of 30% on the vehicle rental service from the Organizer.



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- 2.2. **FlexUp 2** - Participant receives an additional one-time discount of 12% on the vehicle rental service from the Organizer, which he receives after using the previous discount obtained at the FlexUp 1 level.
- 2.3. **FlexUp 3** - The Participant receives an additional one-time discount of 14% on the vehicle rental service from the Organizer, which he/she receives after using the previous discount obtained at FlexUp level 2. By reaching FlexUp level 3, the Participant receives the additional benefit of one-time Priority Service, which he/she can use after reaching FlexUp level 4.
- 2.4. **FlexUp 4** - Participant receives an additional one-time discount of 16% on the vehicle rental service from the Organizer, which he receives after using the previous discount obtained at the FlexUp 3 level.
- 2.5. **FlexUp 5** - the Participant receives an additional one-time discount of 18% on the vehicle rental service from the Organizer, which he/she receives after using the previous discount obtained at the FlexUp 4 level. By reaching the FlexUp 5 level, the Participant receives the additional benefit of a one-time use of the Premium Vehicle. The condition for using the Premium Vehicle is the availability of a free (unreserved) vehicle of a higher class at the Organizer's point on the day the Participant picks up the vehicle.
- 2.6. **FlexUp 6** - Participant receives an additional one-time discount of 20% on the vehicle rental service from the Organizer, which he receives after using the previous discount obtained at the FlexUp 5 level.

(3) Each discount shall automatically accrue on the next booking made by the Participant using the Application or the Organizer's website. In case of cancellation, the discount will accrue to the next non-cancelled reservation.

(4) All discounts can be used only in relation to rental agreements for vehicles of the Organizer for a period of 1 to 13 days. For rental agreements of more than 14 days, discounts obtained at FlexUp Club cannot be used.

(5) Each of the granted discounts may be used by the Participant within 24 months from the granting of the discount. After this period, the granted rebates expire and the Participant can start collecting rebates again in the FlexUp Club from FlexUp Level 1.

(6) The Participant may use the discounts only for his own bookings made with the Organizer. The discounts granted may not be transferred or assigned to third parties.

7 Discounts and additional benefits in FlexUp Club do not combine with other promotions and discounts of the Organizer.

(8) In the event that the Participant withdraws from a prepaid reservation made using a discount, the Participant will only receive a refund of the actual price paid for the reservation, i.e. the regular price less the benefit of taking advantage of the discount.

9. Organizer does not exchange discounts granted within the FlexUp Club for monetary equivalent or any other kind of benefits.

V. COMPLAINTS AND DISPUTE RESOLUTION

(1) Any complaints related to the FlexUp Club may be submitted to the Organizer:



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- 1.1. Electronically, by email to: customer@flectogo.com
- 1.2. By phone, at +48 22 122 80 55

(2) The complaint should include at least:

- 2.1 Participant's personally identifiable information,
- 2.2. the Participant's mailing address or e-mail address or telephone number,
- 2.3. description of the subject of the complaint.

(3) The Organizer may require the Participant to provide additional information, if it is required to recognize the complaint.

(4) The organizer will consider the complaint within 14 (fourteen) days from the date of its receipt.

(5) Immediately after considering the complaint, but no later than within the timeframe indicated above, the Organizer will respond to the Participant regarding the complaint. The response will be sent through the same information channel by which the complaint was addressed to the Organizer, unless the person filing the complaint indicated a different way of sending the response to the complaint. If the complaint does not contain data allowing the Organizer to send a response, it will remain for collection at the Organizer's office.

(6) In the case of exhaustion of the complaint route, the Participant or another person filing a complaint, has the opportunity to use out-of-court ways of handling complaints and claims. Detailed information on the possibility for the Participant or another person filing a complaint to use out-of-court ways of handling complaints and pursuing claims, as well as the rules of access to these procedures are available at the offices and on the websites of district (city) consumer ombudsmen, social organizations whose statutory tasks include consumer protection, Provincial Inspectorates of Commercial Inspection and on the website of the Office of Competition and Consumer Protection.

(7) The Organizer informs that, unless such obligation arises from mandatory provisions of law, the Organizer does not use out-of-court means of claim (out-of-court dispute resolution).

VI. TERMINATION OF PARTICIPATION IN THE FLEXUP CLUB

(1) A participant may cancel participation in the FlexUp Club (opt out of the Service) at any time, without having to provide a reason, by terminating participation in the FlexUp Club. Cancellation of participation in the FlexUp Club is done by unchecking permission to participate in the FlexUp Club in the customer's account under My Account > Settings.

(2) The organizer reserves the right to verify the identity of the person reporting cancellation of participation in the FlexUp Club.

3 The notice period is 30 days. After this time, the Account will be deactivated. During the notice period, the Participant retains all FlexUp Club privileges and may revoke his/her notice of participation in FlexUp Club.



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(4) A Participant who resigns from the FlexUp Club and requests that his/her Participant Account be deactivated immediately, i.e. without notice, the Organizer shall deactivate that Participant's Account immediately, but no later than the expiration of the notice period.

(5) The Organizer may, with immediate effect, deactivate a Participant's Service and exclude him/her from the FlexUp Club if that Participant:

5.1. repeatedly, despite prior warning and blocking of the Account by the Organizer, or grossly violates the Terms and Conditions, which in particular refers to the Participant's fraudulent influence on the course of the FlexUp Club or interference by the Participant in an unlawful manner in the mechanism of the FlexUp Club in order to obtain undue benefits;

5.2. made an untruthful statement about his/her fulfillment of the conditions for registration in the FlexUp Club.

(6) The Participant shall be notified of the deactivation of the Service to the Participant and exclusion from the FlexUp Club by the Organizer at the e-mail address or telephone number provided within the Account, indicating the reason for exclusion.

VII. WITHDRAWAL FROM THE CONTRACT

(1) The provisions of this section apply only to Participants who are natural persons.

(2) The participant has the right to withdraw from the FlexUp Club Agreement without giving reasons within 14 days from the date of conclusion of the FlexUp Club Agreement, that is, from the submission of the FlexUp Club membership form. To meet the deadline it is sufficient to send the statement before its expiration.

(3) A participant may withdraw from the FlexUp Club contract by submitting to the Organizer a statement of withdrawal from the FlexUp Club contract. The statement may be submitted on the form, the template of which is attached to the FlexUp Club Regulations.

(4) In the event of withdrawal from the FlexUp Club Agreement by the Participant, the FlexUp Club Agreement shall be deemed not to have been concluded. The Participant shall not bear the costs associated with the withdrawal.

(5) Statement of withdrawal may be submitted in writing to the address of the Organizer's registered office or sent by e-mail to: Flex Rent Sp. z o.o. 02-366 Warsaw, Bitwy Warszawskiej 1920 nr 11.

(6) If the withdrawal statement is sent electronically, the Organizer shall immediately send to the e-mail address provided by the Participant an acknowledgement of receipt of the FlexUp Club withdrawal statement.

VIII. PERSONAL DATA

(1) Participation in the FlexUp Club involves the processing of the Participant's personal data by the administrator, which is the Organizer.



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(2) Participants' personal data will be processed for the purpose of performing the Service, providing information on current offers and promotions, handling and processing complaints, and defending and asserting claims by the Organizer. Participants' personal data will be subject to profiling in order to prepare and deliver discounts and customized offers to Participants.

(3) Detailed information about the processing of personal data, including the rights of data subjects, is available in the Privacy Policy at: <https://flectogo.com/polityka-prywatnosci>.

IX. END OF FLEXUP CLUB

(1) The Organizer may terminate the FlexUp Club at any time, for a valid reason such as:

1.1. a change in generally applicable laws directly affecting the operation of FlexUp Club and resulting in the need to terminate it;

1.2. the economic unviability of operating the FlexUp Club,

1.3. issuance of a ruling or decision by a court or authorized public authority concerning FlexUp Club and resulting in the necessity of its termination,

1.4. to introduce other forms of promotional and marketing activities concerning the Organizer in place of the FlexUp Club.

(2) The Organizer will notify Participants of the termination of the FlexUp Club by e-mail or SMS message sent to the e-mail address or phone number provided by the Participant, respectively.

X. AMENDMENTS TO THE REGULATIONS

(1) The Organizer shall be entitled to amend these Regulations at any time in the event of the occurrence of any of the following important reasons:

1.1. the need to adapt the Regulations to the provisions of law, recommendations, guidelines, orders or prohibitions, rulings, provisions, interpretations or decisions of authorized public authorities,

1.2. changes in the scope of services provided by the Organizer under the Service,

1.3. change the assumptions or conditions of participation in the FlexUp Club,

1.4. changes to the fee for participation in the FlexUp Club,

1.5. change in the scope or nature of the Organizer's activities,

1.6. prevention of violations of the Rules or prevention of abuse,

1.7. the necessity to adapt the Regulations to the best practices related to the performance of the Service by the Organizer, including the best practices for the protection of Participants' rights,

1.8. the need to correct wording that is unclear or questionable, or to correct obvious clerical errors that would possibly occur in the Regulations,



1.9. the emergence of new risks or hazards related to participation in the FlexUp Club, change or fall out (leveling off) of such risks or hazards,

1.10. change of data of the Organizer, including the company, address of the registered office, telephone numbers, e-mail addresses, URLs included in the Regulations.

(2) In the event of amendments to the Terms and Conditions, the Organizer will inform the Participants of this by making the text of the amended Terms and Conditions available at least 14 days in advance via an e-mail message addressed to the Participant's e-mail address indicated within the Participant's account. The Organizer will also make the text of the amended Terms and Conditions available on its website and in the Application.

(3) At least 14 days in advance, the Organizer will send Participants the appropriate notification by electronic means (e-mail or SMS), indicating the date on which the amendment to the Regulations comes into force.

(4) If the Participant does not terminate the FlexUp Club agreement prior to the proposed effective date of the amendments to the Terms and Conditions, it will mean that the Participant agrees to the amendments.

XI. FINAL PROVISIONS

(1) The organizer is not responsible for:

1.1. problems with the use of particular services offered within the FlexUp Club, especially discounts, resulting from reasons attributable to the Participant and beyond the control of the Organizer,

1.2. interruption of the operation of individual services offered within the FlexUp Club, in particular discounts, for reasons that constitute force majeure,

1.3. damages caused by any Participant as a result of the Participant's violation of the rights of third parties;

(2) The Organizer shall be entitled to partially or completely disable the use of the services available in the FlexUp Club in order to carry out improvements, repairs or upgrades related to the operation of this program, with the Organizer agreeing to minimize the time during which the partial or complete disablement of the services available in the FlexUp Club will occur.

(3) Matters not covered by these Regulations shall be governed by the provisions of generally applicable law in Poland, in particular the provisions of the Civil Code, the Act on Provision of Electronic Services and the Act on Consumer Rights.



Model withdrawal form

Place, date: _____

Name: _____

I _____ hereby give notice of my withdrawal from the contract for the provision of the following Services consisting of enabling the use of the benefits of participation in the FlexUp Flex To Go Club, concluded on

_____.

(signature)



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