

**TERMS AND CONDITIONS  
OF THE FLEXTOGO INTERNET PLATFORM**

(hereinafter: the "Terms")

**§ 1. General Provisions**

1. The internet platform operates at the address: <https://flectogo.com/> (hereinafter: the "Platform") and is run by Flex Rent limited liability company with its registered office in Warsaw at ul. Bitwy Warszawskiej 1920 r. 11, 02-366 Warsaw, registered in the register of entrepreneurs maintained by the District Court for the capital city of Warsaw in Warsaw, 12th Commercial Division of the National Court Register under the number KRS 0000648633, Tax Identification Number (NIP): 7010635672, share capital PLN 450,000 (hereinafter: the "Service Provider").
2. The administrator of personal data processed in connection with the implementation of the provisions of these Terms is the Service Provider. Personal data is processed for purposes, within the scope, and based on the principles indicated in the Privacy Policy available at <https://flectogo.com/>.
3. These Terms define, in particular, the rules for providing electronic services using means of remote communication in the form of the Platform, as well as the rules for Customers' use of the Platform and the additional functionalities (electronic services) made available through the Platform as listed in these Terms.
4. For the provision of services by electronic means, these Terms constitute the terms and conditions within the meaning of Article 8 of the Act of July 18, 2002, on the provision of services by electronic means.
5. Words capitalized have the meaning specified in §2 of these Terms.

**§ 2. Definitions**

1. **Payment Gateway** – a payment service within the meaning of the Act of August 19, 2011 on payment services, provided by the company: Krajowy Integrator Płatności S.A. with its registered office in Poznań, Andersa Square 3, 17th floor, 61-894 Poznań, entered into the register of entrepreneurs of the National Court Register maintained by the District Court Poznań – Nowe Miasto and Wilda in Poznań, 8th Division of the National Court Register under number KRS 0000412357, NIP 7773061579, REGON 300878437, share capital PLN 5,494,980.00, which designed and operates the online payment service called "tPay".

2. **Espago** – an electronic payment system operated by PSP Polska sp. z o.o. based in Poznań (60-327), Kanclerska St. 15, registered under KRS number 0000352235, NIP 8992689516, enabling online payments using, among others, payment cards, in accordance with the rules set out in the Espago service regulations.
3. **Client/User** – a natural person with full legal capacity, a legal person, or an organizational unit without legal personality but granted legal capacity by law, using the Platform and able to create an Account.
4. **Civil Code** – the Act of April 23, 1964, Civil Code (Journal of Laws 2022, item 1360, as amended).
5. **Account** – a set of resources in the Service Provider’s IT system identified by an individual name (login) and password provided by the Client, in which the data provided by the Client and related data are stored, namely:
  - a) Client’s personal data,
  - b) Client’s company (business) data,
  - c) Client’s residential addresses,
  - d) data of employees and persons authorized to act on behalf of the User,
  - e) information about reservations made via the Platform,
  - f) information about concluded Rental Agreements and Monthly Rental Agreements.
6. **Newsletter** – an electronic bulletin sent to the User’s provided email address about news and promotions related to the services offered on the Platform.
7. **General Rental Terms and Conditions** – a contract template within the meaning of Art. 384 § 1 of the Civil Code, specifying the conditions of Rental Agreements concluded with the Lessor. The current General Rental Terms and Conditions for Rental Agreements concluded in Poland and Germany are available on the Platform.
8. **Vehicle** – a passenger car registered in the European Union and adapted for transporting people.
9. **Location** – one of the locations in Poland and Germany where the Client may conclude a Rental Agreement and collect and return the Vehicle. The current list of Locations is available on the Platform.
10. **Reservation** – an offer submitted by the Client via the Platform to conclude a vehicle rental agreement for the period specified by the Client and concerning the parameters of the vehicle indicated by the Client (class, equipment) and the place of vehicle handover (one of the locations available on the Platform).
11. **Content** – all materials and other information placed on the Platform, including the Service Provider’s commercial information.

12. **Electronic Service** – services provided electronically by the Service Provider consisting of:
- a) enabling the submission of a Reservation regarding the intention to conclude a vehicle rental agreement for a period from 1 to 30 days (hereinafter: "Rental Agreement") by submitting a Reservation for vehicles presented on the Platform using the Reservation form,
  - b) viewing the status of a Reservation,
  - c) enabling the purchase of additional services related to the submitted Reservation or concluded Rental Agreement,
  - d) enabling the Client to view the status of the concluded Rental Agreement, including the vehicle model and registration number, fuel tank status at the moment of vehicle collection, duration of the Rental Agreement, place of vehicle return, and data concerning packages purchased by the Client limiting or waiving the deductible in case of damage or theft of the Vehicle,
  - e) enabling the Client to view the location of the Vehicle covered by the Rental Agreement, obtained from the GPS device installed in the Vehicle,
  - f) managing the Account,
  - g) providing Client support via chat regarding Reservations and concluded Rental Agreements, including assistance with submitting and managing Reservations,
  - h) access to Reservation history as well as summaries of current and future Reservations,
  - i) access to articles and news published on the Platform,
  - j) enabling the submission of inquiries regarding vehicle rentals for periods longer than 30 days (hereinafter: "Monthly Rental Agreement").
13. **Lessor** – an economic entity with whom the Client may conclude a Rental Agreement as a result of fulfilling a Reservation. The Lessor is, depending on the Client's selected location for concluding the Rental Agreement/Monthly Rental Agreement:
- a) For Reservations concerning agreements concluded in Poland: Flex Rent sp. z o.o. based in Warsaw at ul. Bitwy Warszawskiej 1920 r. 11, 02-366 Warsaw, registered in the business register of the District Court for the capital city of Warsaw, 12th Commercial Division of the National Court Register under number KRS 0000648633, NIP: 7010635672, share capital PLN 450,000;
  - b) For Reservations concerning agreements concluded in Germany: Flex Rent Deutschland GmbH, a German company based in Bergisch Gladbach, Olefant 14b, 51427 Bergisch Gladbach, registered in the Commercial Register in Cologne under HRB 80465, tax number DE293864199.

### **§ 3. General Rules for Using the Platform**

1. All information provided is indicative (approximate) and serves to submit an offer to the Lessor to conclude a Rental Agreement or Monthly Rental Agreement on the terms specified in the Reservation. The content presented on the Platform, such as advertisements, price lists, and other information about Vehicles shown on the Platform, especially their descriptions, technical and functional parameters, including rental service prices and additional services, constitute an invitation to conclude a contract within the meaning of Article 71 of the Civil Code.
2. Reservations made through the Platform may be submitted, at the Client's choice, in Polish, English, or German.
3. All prices shown on the Platform are stated in Polish zloty, Euro, or other currencies, if indicated on the Platform. Prices include Value Added Tax (VAT) in accordance with applicable law.
4. In the event of the Client violating legal provisions, these Terms, or the Privacy Policy, or acting in a manner that disrupts the operation of the Platform or is burdensome to other Clients, the Service Provider has the right to revoke the Client's access to the Platform or restrict access to all or part of the Products offered through the Platform.
5. The Client gains access to the Content on the Platform by starting to use the main page or subpages of the Platform.
6. The Client may stop using the services providing access to the Platform at any time by leaving the website or its subpages.
7. The User's use of the Platform limited solely to browsing and reading information available on the Platform does not require voluntary Account registration and is free of charge.
8. If the Client uses equipment or software that does not meet the Platform's technical requirements, the Service Provider does not guarantee the proper functioning of the service and reserves the right that this may negatively affect the quality of the services provided.

### **§ 4. Rules and Conditions for Using the Account**

1. Full functionality of the Platform, including creating an Account, is reserved exclusively for adults with full legal capacity.

2. Using an Account on the Platform is free of charge, which does not exclude making payments via the Platform for Reservations and Rental Agreements, including Monthly Rental Agreements.
3. Using the Platform is possible provided that the Client's IT system meets the Platform's minimum technical requirements.
4. When using the electronic services and the Account, it is prohibited for the Client to provide unlawful content, violating legal regulations in force in the territory of the Republic of Poland or good morals.
5. The Client is responsible for all consequences resulting from incorrectly filling out forms, in particular providing incorrect or untrue data.
6. In the event of the Client violating the provisions of these Terms or generally applicable law, the Service Provider reserves the right to delete the Client's Account and prevent the creation of a new Account.

## **§ 5. Rules for Making Reservations**

1. Through the Platform, the Client has the possibility to:
  - a) Submit a Reservation for a Rental Agreement, which may be confirmed via the Platform, and a confirmed Reservation constitutes the basis for the subsequent conclusion of a Rental Agreement under the terms specified in the confirmed Reservation;
  - b) Submit a Reservation for a Monthly Rental Agreement, which may be confirmed through direct communication, including electronic or telephone communication, between the Client and the Lessor. Reservations for Monthly Rental Agreements are not confirmed via the Platform.
2. To correctly submit a Reservation, the Client should read and accept the content of the General Rental Terms.
3. A condition for confirming the Reservation is the prior correct completion of the Reservation form, including providing all necessary information marked with an asterisk (\*) available on the Platform, and providing the Client's data in the form of: full name, email address, and phone number. The option to make a Reservation is available only to Clients who have registered an Account on the Platform.
4. After submitting a Reservation, the Service Provider confirms receipt to the Client within three business days by sending an email to the address provided by the Client, containing all essential elements of the Reservation, including a statement from the Service Provider confirming receipt.

5. The Client may make changes to or cancel the Reservation up to 24 hours before the day on which the Reservation is to be fulfilled.
6. If it is impossible to confirm the Reservation due to the Client's fault, in particular due to providing incorrect contact details, the Reservation will be canceled by the Service Provider within three business days from the date of submission.
7. The Service Provider will inform the Client about accepting the Reservation for execution (confirmation of the Reservation) by sending an appropriate email to the Client's email address provided during the Reservation.
8. Confirmation of the Reservation does not constitute the conclusion of a Rental Agreement or Monthly Rental Agreement. Based on the confirmed Reservation, the Client may conclude a Rental Agreement in written or documented form under the terms specified in the confirmed Reservation, at one of the Lessor's locations indicated in the Reservation.
9. A condition for concluding the Rental Agreement, regardless of submitting the Reservation, is the Client meeting the requirements specified in the General Rental Terms.
10. Pursuant to Article 38(12) of the Act of 30 May 2014 on Consumer Rights, the Client does not have the right to withdraw from a Rental Agreement concluded at a distance if the agreement specifies a specific day or period for the service provision.

## **§ 6. Methods of Payment**

1. The Client, through the Portal, may choose the following methods to pay for a Reservation:
  - a) Advance payment using the Payment Gateway or the Espago electronic payment system, including by payment card;
  - b) Advance payment at the Vehicle Pickup Point, using the payment methods accepted at the given Pickup Point.
2. Payment of the Reservation does not constitute the conclusion of the Rental Agreement. All payments made toward the Reservation will be credited toward the concluded Rental Agreement. The rules regarding payments made and their refund in case the Rental Agreement is not concluded are governed by the provisions described in the General Rental Terms.
3. The current payment status of the Reservation is visible on the Client's Account. Through the Account, the Client may pay for the Reservation, including changing the payment

method from payment at the Vehicle Pickup Point to advance payment via the Payment Gateway.

4. In the case of advance payment at the Vehicle Pickup Point, the Client may pay using one of the methods described in the General Rental Terms.
5. The recipients of the Client's payments are the Lessors indicated in §2 section 12 of the Regulations – depending on the Pickup Point where the Rental Agreement is to be concluded.
6. The Client may make electronic payments in a manner available at any time on the Platform's website. The Service Provider is not responsible for the Payment Gateway, including its technical functionality and availability. Any complaints regarding the Payment Gateway should be directed to the Payment Gateway operator, as described in the payment operator's regulations.
7. The Client may make electronic payments of some fees related to vehicle rental through the Espago system. Payments are technically processed by PSP Polska ("PSP POLSKA" Limited Liability Company headquartered in Poznań, Pl. Bernardyński 1/10, 61-844 Poznań, registered in the National Court Register under number 0000352235, VAT number 8992689516, REGON 021215833, with a share capital of PLN 1,400,000), and funds are transferred directly to the Lessor's account by the Settlement Agent Elavon (U.S. Bank Europe Designated Activity Company Limited Liability Company with a Designated Activity, Poland Branch, located in Warsaw, Puławska 17, registered with the National Court Register under number KRS 287836, REGON 300649197, VAT number 2090000825, with share capital of EUR 6,400,001.00). Any complaints related to the payment process itself should be directed to PSP Polska unless applicable law states otherwise.
8. The Espago system does not hold Clients' funds – it acts solely as a technical intermediary transmitting transaction data to the Settlement Agent.
9. The Client does not incur additional fees for using payment by card or other payment methods available in the Espago system.
10. Making a payment via Espago requires providing correct card data and accepting Espago's payment regulations.

## **§ 7. Execution of Reservations Regarding Rental Agreements**

1. A confirmed Reservation constitutes the basis for concluding a Rental Agreement with the Lessor at the Pickup Point specified in the Reservation.

2. The Reservation does not constitute the conclusion of the Rental Agreement. The Rental Agreement is concluded exclusively at the Pickup Point, and on behalf of the Lessor, the Rental Agreement is signed by an authorized employee or associate of the Lessor.
3. The concluded Rental Agreement along with attachments is made available to the Client, including by sending it via email to the Client's email address.
4. The Rental Agreement concluded based on the Reservation is made on the terms specified in the confirmed Reservation.
5. All advance payments made for the Reservation using the Payment Gateway are credited toward the Rental Agreement.
6. In the event the Client purchases additional services outside the Portal, at the Vehicle Pickup Point, the rules for payment and settlement specified in the General Rental Terms apply.

#### **§ 8. Execution of Reservations Regarding Monthly Rental Agreements**

1. The submission of a Reservation by the Client concerning a Monthly Rental Agreement constitutes an invitation for the Lessor to make an offer (request for proposal) to the Client.
2. A condition for submitting a Reservation concerning a Monthly Rental Agreement is the Client's consent to be contacted electronically and/or by phone for marketing purposes by the Lessor.
3. After the Client submits a Reservation concerning a Monthly Rental Agreement, an authorized employee or associate of the Lessor will contact the Client to present an invitation to submit offers for concluding the Monthly Rental Agreement. As a result of direct contact with the Client, regulations and contract templates related to the Monthly Rental Agreement will be provided. The conclusion of the Monthly Rental Agreement takes place as specified in the regulations regarding the Monthly Rental Agreement.

#### **§ 9. Complaints Regarding the Platform**

1. The User has the right to submit a complaint to the Service Provider concerning the use of the Platform.
2. Complaints can be submitted via email to: [customer@flectogo.com](mailto:customer@flectogo.com).
3. The complaint should include: User's details (first name, last name, email address enabling contact with the User), and a description of the reported issues. If the information provided in the complaint is insufficient or requires supplementation, the

Service Provider will request the User to complete the complaint accordingly before considering it.

4. The complaint will be reviewed within 14 days from the date it is received by the Service Provider in a correct form. The response to the complaint will be sent by post to the address provided by the User or, if an email address was provided as the correspondence address, via email.
5. Complaints regarding concluded Rental Agreements are submitted and handled according to the procedures described in the respective Rental Agreements and General Rental Conditions.

### **§ 10. Personal Data**

1. The Service Recipient acknowledges that the Service Provider acts as the personal data administrator.
2. Detailed information about the personal data administrator, as well as the rights of the Service Recipient related to data processing, purposes, data recipients, and data processing principles, are provided in the Privacy Policy.
3. In the case of a Reservation concerning a Point located in Germany, the Client's personal data will be shared with Flex Rent Deutschland GmbH, whose details are indicated in §2 sec. 12 letter b) of the Regulations. The data sharing aims to conclude the Rental Agreement following a Reservation concerning a Point located in Germany.
4. If the Service Recipient provides personal data of employees and persons authorized to act on behalf of the Service Recipient, the Service Recipient, as the personal data administrator of those persons, undertakes to duly inform them that their personal data will be shared with the Service Provider for the purpose of executing the provisions of these Regulations.
5. In the case of electronic payments made via the Espago system, the Client's personal data necessary for payment processing (name, email address, payment card details) are also processed by PSP Polska sp. z o.o. as the data processor under a data processing agreement with the Service Provider.
6. Detailed information regarding personal data processing within the Espago payment system is available in Espago's privacy policy: <https://www.espago.com>.

## **§ 11. Intellectual Property**

1. Copyrights, especially proprietary copyrights, to the graphic elements of the Platform and other materials and Content constituting works within the meaning of the Act of February 4, 1994, on Copyright and Related Rights (hereinafter: "Copyright Law") belong to the Service Provider and economic entities cooperating with the Service Provider – including licensors.
2. The use of materials and Content posted on the Platform, especially all its graphic elements, is permitted solely for personal use in accordance with applicable Copyright Law provisions. Use of the materials and Content for commercial purposes without the prior consent of the Service Provider is prohibited.

## **§ 12. Final Provisions**

1. The content of the Regulations may change, and existing Clients may be notified electronically via e-mail sent to the address provided during Account registration.
2. The Service Provider reserves the right to change the Regulations at any time. Changes take effect upon their publication on the Platform.
3. By using the Platform, the Service Recipient accepts the content of the currently applicable Regulations.
4. These Regulations enter into force on June 6, 2025.