

# **Regulations for the provision of electronic services and the use of the auto-free booking service**

## **I. General provisions**

1. The Terms and Conditions define the rules for using the reservation service available at auto-free.es (hereinafter: the "Website"), operated by Adrian Nadolski with its registered office in Lublin, Grenadierów 13/107 Street, 20-331 Lublin, NIP: 5632392853 (hereinafter: **the "Service Provider"**). Contact with the Service Provider is possible via e-mail: office@auto-free.es or by letter to the address of the registered office.
2. The Terms and Conditions are made available to the User free of charge before concluding the agreement for the provision of services by electronic means and in a way that allows them to be recorded and reproduced.
3. By using the Website, the User accepts the provisions of these Terms and Conditions.

## **II. Definitions**

1. **User** – a natural person, including a Privileged Entrepreneur, a legal person or an organizational unit without legal personality, using the Website.
2. **Consumer** – a User who is a natural person, performing a legal act not directly related to his business or professional activity;
3. **Privileged Entrepreneur** – a User who is a natural person concluding an agreement directly related to his or her business activity, when it follows from the content of this agreement that it is not of a professional nature for that person, resulting in particular from the subject of his or her business activity, made available on the basis of the provisions on the Central Register and Information on Economic Activity, to which the provisions contained in Chapter 4 apply, 5a and 5b of the Consumer Rights Act – to the extent specified in Article 7aa of the Act of 30 May 2014 on Consumer Rights
4. **Reservation** – ordering a vehicle rental service through the form available on the Website.
5. **Account** – a set of the User's data along with information about their activities on the Website. The Account is maintained under a unique name (login) and is secured with a password, which is a string of letter, digital and other characters selected by the User, used to access the Account and determined by the User during its registration.
6. **Agreement** – an agreement for the provision of services by electronic means concluded between the Service Provider and the User under the terms and conditions specified in the Terms and Conditions.
7. **Service Provided by Electronic Means** – a service provided by the Service Provider at a distance (without the simultaneous presence of the parties), through the transfer of data at the User's individual request, sent and received by means of devices for electronic processing, including digital compression, and data storage, which is entirely transmitted, received or transmitted by means of an ICT network within the meaning of the Act of 16 July 2004 – Telecommunications Law.

### **III. Scope of services**

1. The Service Provider enables through the Website as part of the Services Provided by Electronic Means:
  - a. viewing the range of vehicles,
  - b. making vehicle reservations,
  - c. creating and maintaining the User's account,
  - d. subscription to the newsletter (with the User's consent).
2. The creation and use of the User Account is free of charge, and the User is not obliged to provide any services, except for providing data in the form of an e-mail address, password, first name, last name, address and mobile phone number.
3. The Agreement for the Provision of Services by Electronic Means shall be concluded at the moment of the User's commencement of the use of individual Services Provided by Electronic Means, referred to in point 2, provided that in the case of creating and maintaining the User Account for an indefinite period of time.
4. The User may terminate the Agreement at any time by deleting the Account by sending a request to the following address: [office@auto-free.es](mailto:office@auto-free.es). The Service Provider may terminate the agreement with 14 days' notice in the event of a material breach of the provisions of the Terms and Conditions by the User. After closing the account, it will be impossible to continue using the Account.
5. The provision of services by electronic means by the Service Provider is carried out in accordance with these Terms and Conditions, the Privacy Policy and the applicable provisions of law. It is prohibited for the User to interfere with the content of the Website's pages or its technical elements, as well as for the User to provide any illegal content.
6. The provision of Services Provided by Electronic Means referred to in this section is free of charge.
7. All photographs, visualizations, drawings on the Website are the exclusive property of the Service Provider or partners cooperating with the Service Provider and are therefore subject to protection provided for in the relevant provisions of law.
8. Copying, disseminating or otherwise using photographs, visualizations, drawings without the prior written consent of the Service Provider constitutes a violation of the rights of the Service Provider, the seller or partners cooperating with the Service Provider, which are protected in particular under the provisions of the Civil Code (consolidated text: Journal of Laws of 2024, items 1061, 1237), the Act of 4 February 1994 on copyright and related rights (consolidated text: Journal of Laws of 2024, item 125 as amended) or other provisions of law.

#### **IV. Technical conditions**

To use the Website, it is necessary to:

- a. Internet access;
- b. an up-to-date version of a web browser with JavaScript and cookies enabled (e.g. Chrome, Firefox, Safari, Edge);
- c. active email address.

#### **V. Terms of use of the Website**

1. The User is obliged to:

- a. use the Website in accordance with the law and good manners,
- b. not to provide illegal content,
- c. not to take actions that disrupt the functioning of the Website,.

2. The Service Provider may block access to the Account in the event of a breach of the Terms and Conditions.
3. The User may at any time cease to use the Services Provided by Electronic Means by deleting his/her User Account, if he/she has one.
4. Unsubscribing from the newsletter is done by unsubscribing from the mailing list using the link in each message.

#### **VI. Conclusion of the reservation agreement**

1. The user can make a reservation:

- a. by creating an Account and filling in the reservation form,
- b. without creating an Account – by filling in the reservation form.

2. The Service Provider does not provide vehicle rental services. Upon confirmation of the reservation, a lease agreement is concluded between the User and the selected contractor indicated on the Website (hereinafter: "**Contractor**").
3. Detailed rental conditions (including price, insurance coverage, liability) are specified in the General Terms and Conditions of the Contractor (GTC), which are made available to the User before making a reservation.
4. At the booking stage, the Website provides the User with a link to the GTC and privacy policy of the selected Contractor.
5. The User's personal data is disclosed only to the selected Contractor to the extent necessary to conclude and perform the lease agreement; the rules for data processing on the Website are specified in the Privacy Policy.

#### **VII. Complaints**

1. The User has the right to file a complaint regarding the functioning of the Website or the Provision of Services by Electronic Means.

2. Complaints should be sent electronically to the following address: [office@auto-free.es](mailto:office@auto-free.es).
3. Complaints will be considered by the Service Provider within 14 days from the date of receipt of the complaint. The Service Provider shall inform the User within the above period about the manner of handling the complaint in the form in which the complaint was submitted.
4. Complaints regarding the performance of the lease agreement should be addressed directly to the Contractor in accordance with its GTC.

### **VIII. Responsibility**

1. The User is fully responsible for the actions of his employees and other persons to whom he shares the password and login. Any purchase offers made to the Service Provider by the User through the Account will be treated as an instruction made by the User.
2. The User is obliged to enter data into the system in accordance with the facts, in accordance with the law and good morals. The data provided must not infringe the personal rights or property rights of third parties.
3. The Service Provider is entitled to introduce interruptions in the provision of services by electronic means and making the Website available in the event of the need to modify, modernize, expand, maintain the ICT system or the Service Provider's software.
4. The Service is not responsible for any disruptions in the provision of IT services and the use of the Website resulting from force majeure and caused by third parties (in particular telecommunications operators, telecommunications and electricity providers).
5. The Service Provider shall not be liable for the inability or difficulties in using the Website resulting from reasons attributable to the User, including the loss by the User or the coming into possession of his/her login and password by third parties.
6. The Service Provider shall not be liable for damages caused by the User's actions or omissions, including for the User's use of the Website in a manner inconsistent with the applicable law or the Terms and Conditions.
7. The Service Provider's liability for the provision of services by electronic means to Users who are not Consumers or Privileged Entrepreneurs is limited to the amount of the damage actually suffered and proven, with the proviso that this limitation does not apply to: (i) damage caused intentionally (Article 473 § 2 of the Civil Code), (ii) damage to a person, (iii) liability that cannot be excluded or limited on the basis of mandatory provisions of law, and (iv) damage resulting from the gross negligence of the Service Provider.
8. The User may use the Website only for its intended purpose. It is prohibited to use the Website for purposes other than its intended purpose, including in particular sending

spam, conducting any commercial, advertising, promotional and other activities on the Website's websites inconsistent with the purpose of the Website.

9. The User is obliged to refrain from any activity that could affect the operation of the Website, including in particular from any interference with the content of the Website's pages or its technical elements, as well as from providing content that violates the law, the rights of any entities or good manners.

#### **IX. Personal data**

The rules for processing the Users' personal data are specified in the Privacy Policy available on the Website.

#### **X. Final provisions**

1. The Terms and Conditions enter into force on the day of publication on the Website.
2. The Service Provider reserves the right to change the Terms and Conditions for important reasons (e.g. change of law, change of functionality of the Website).
3. Users will be informed about the changes by means of a message on the Website.
4. In matters not regulated by the Terms and Conditions, the provisions of Polish law shall apply, in particular:
  - a. Act of 18 July 2002 on the provision of services by electronic means,
  - b. Act of 30 May 2014 on Consumer Rights,
  - c. Civil code.