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Pony Car Sharing SRL (Pony) provides car-sharing services to individuals and authorized legal entities that have been validated as Members following the application and registration process. A Member must agree to the Terms and Conditions to be further provided before reserving a *Pony* fleet car.

SECTION I

APPLYING FOR PONY MEMBERSHIP

A. Applicants may register for Pony membership by an automatic registration process available by the official mobile application GetPony (GetPony application).

1. During registration, Pony will validate the personal information provided by the applicants. By sending this information to Pony, the applicant confirms their truthfulness and accuracy;
2. Applicants must provide payment details that would allow Pony to withdraw from the credit card or the specified bank account the membership fee as well as the sums payable by Members to Pony;
3. The members must prove they hold a valid driver's license, if Pony requests them to;
4. The members are obligated to update any and all information provided to Pony within 2 (two) days from the occurrence of any change of the information/data provided to Pony. Pony may validate the information provided during the registration process or for the extension of eligibility as a Pony member;
5. Pony will bear no liability or accountability for any fine, damage, penalty or any other cost or debt arising from the Members' provision of non-updated personal information to Pony.

B. If Pony membership criteria are met and the application fees were paid, as the case may be, Pony will confirm the approval of the application submitted by a Member. An applicant does not automatically become a Pony Member by meeting the membership criteria. The membership approval for an applicant and the extension of Pony membership are left to Pony's discretion. Furthermore, the decisions made by the insurer of Pony may influence the approval of membership depending on various pre-defined criteria of the former.

C. Pony membership largely depends on accepting and agreeing, as applicant, to the governing Pony membership agreements. These agreements are the Terms and Conditions and the Trip Process as well as any other documents or information

hereby incorporated by reference. The Terms and Conditions and the Trip Process may be accessed at www.getpony.ro or by GetPony application.

D.Unless the membership is suspended or annulled for any of the reasons provided herein or stated in the Trip Process, Pony membership is valid for an indefinite period, subject to any additional fees provided in the table of fees, as it may be updated from time to time.

E.Becoming a member and agreeing to Pony membership agreements (namely Terms and Conditions and Trip Process) does not give rise to any rights of obtaining Pony services, nor does it guarantee the ability to use Pony services and cars. Pony services, trips and vehicles are all subject to availability. Pony also reserves the unilateral right to increase or reduce, modify, suspend or annul its operations in specific operational areas.

SECTION II

THE RIGHT TO DRIVE A VEHICLE OF PONY FLEET

A.While undergoing the Pony membership application stage or at any time during the membership period, Pony may request on behalf of the applicant/member copies of the driving record of the applicant/member from the relevant authorities to check their fitness to be drivers. By applying for membership and/or undergoing the Pony membership procedure, the applicant/member authorizes Pony, subject to the terms provided by the law, to request the driving record from the relevant authorities in order to determine their eligibility as members. Pony has no obligation to check the driving history, the driving file and/or the driving summary included in the driving record of the applicant/member. If need be, Pony also reserves the right to request the applicant/member to submit an updated copy, translated and notarized, of the driving record of the applicant/member from the relevant government authority on the application date or on any date within the membership period when Pony may ask for a check-up of the compliance with Pony eligibility requirements provided under the Terms and Conditions and the Trip Process. If Pony learns that a member's driver's license was suspended, rejected, waived or lost or it expired, Pony will deny the driving authorization for the respective member and will not allow them from use the Pony service.

B.To keep the right to drive during the membership period, a member must have a driver's license valid in the jurisdictions when he/she uses the Pony car.

C.Persons authorized to drive Pony cars are those who:

1. Are active members under the Terms and Conditions;
2. Have and hold on each trip a valid driver's license, without any restrictions on the member operating the vehicle in the jurisdiction where the member is to drive a Pony car;

3. Paid the attention, allocated the time and made the efforts required to learn the laws applicable to the operation of a vehicle in the jurisdictions where the Pony car will be operated;
4. Have the minimum legal age and at least one year of driving experience after obtaining the driver's license;
5. Are in physical health and have no disease that may affect their memory, and did not use drugs, drink alcohol or take medication that may alter their driving ability (Pony has zero tolerance policy with respect to alcohol and drugs—irrespective of the legal regulations, prescriptions or other circumstances, and applies a 0.0% threshold);
6. Have a valid payment method associated with their membership;
7. Before using a vehicle, they became familiar with the contractual Terms and Conditions, the Trip Process and the Parking Rules in the jurisdiction where they drive the Pony cars; all of the above may be accessed at www.getpony.ro and/or by GetPony mobile application.

D. Pony may deny or suspend the applicants/members' right of to use Pony services if the following situations appear in the driving record of the former:
the driver's license is suspended, withdrawn, expired or was waived;
convictions for driving offenses under any criminal or civil law of any state, province or federation, including: (a) reckless and dangerous driving; (b) driving under the influence of alcohol, drugs or in a state of physical incapacity, and (c) driving a stolen vehicle, unauthorized use of a vehicle or using a vehicle for the perpetration of a criminal offense;
failure to report an accident or fleeing the scene of an accident;
a substantial number of driving offenses, as Pony may unilaterally determine.

E. An important membership requirement is agreeing to notify Pony as soon as any of the situations described in Section II.D. occur after receiving the Pony membership. The member understands that this self-report obligation is mandatory, regardless of whether the situation described at Section II.D. took place during or due to the fact that he/she was operating a Pony vehicle. As soon as a member self-reports any of the situations detailed at Section II.D., their right to drive and their respective member account may be suspended as Pony may deem fit, until an updated abstract of the driving record is received and verified as satisfactory.

F. When a member is involved in an accident as driver of one of the vehicles involved, whether or not the vehicle they drove when the accident occurred was a Pony car, will immediately send an e-mail to Pony at contact@getpony.ro to inform them about said event. In this case, Pony could obtain, within the limits of the law, but without any obligation whatsoever, an updated abstract of the member's driving record from the relevant authority. If said driving record is in a jurisdiction where Pony is unable to obtain an abstract, he/she undertakes to obtain and send to Pony, within 10 days from the date of the accident, (at their expense) an updated abstract, translated (if need be) of the member's driving file from the relevant authority in said state.

The right to drive and the account of said member may be suspended unilaterally, until Pony receives an updated copy of the driving record for the member and checks whether his/her driving history is satisfactory.

G. Pony will record the information in the Member's driver's license in order to monitor its expiry dates and to notify said Member to renew their driver's license before expiry. The Member expressly agrees to the recording of this information by Pony, and hereby states that they may be contacted by e-mail, telephone or text messages.

H. Pony reserves the right to change eligibility requirements and establish eligibility requirements for Pony membership.

I. Pony reserves the right to suspend or annul memberships for any reasons, at his sole discretion.

SECTION III MEMBERSHIP

A. After the approval of membership, the members may use GetPony application or other authorized mobile applications granting access to Pony fleet vehicles.

B. The Members will not offer, lend or sell their personal access to GetPony or allow anyone else to use it. Failure to comply with this requirement will result in the annulment of the membership, the annulment of any related insurance, and it may engage the liability of said member for the losses deriving from the unauthorized use of a Pony vehicle.

C. If the members select a PIN for their Pony membership, they may not disclose it to anyone. Any violation of this provision will result in the immediate revocation of their right to drive and their Pony membership. The member will also incur all the expenses and fees with the use of the vehicle as well as any other damages deriving from such use and/or the breach of the provisions in this section, if another person uses the member's PIN.

D. The members may not remove, separate or destroy the RFID chip on their membership card or on other Pony cards, such as the gas purchase card or the card granting access to various parking lots. Any breach of these provisions will result in the immediate revocation of their right to drive and their membership.

E. The use of information technology to read, copy or manipulate the RFID chip on the membership card or other Pony cards such as the gas purchase card or the parking access card, to alter, destroy, read, copy, manipulate or clone the GetPony application in any way, for any purpose, including with a view to gain access to a Pony vehicle is strictly prohibited. Any breach of this provision will result in

immediate revocation of the right to drive and the membership. The Member will incur any losses that may arise from such breach.

SECTION IV PRICES AND PAYMENT METHODS

A. The payments will be made by card or by direct debit. The member's account from which the amount will be withdrawn will have enough funds available to cover all the costs deriving from the use of Pony services. The member is liable for any other fees and commissions associated to the chosen payment method, be it by card or direct debit.

B. The members are entitled to the following specific information as regards the consumer's rights:

Prices and price modification –the current prices for Pony services may be obtained at any time by accessing the official website www.getpony.ro or by calling 0800 800 889. Pony reserves the right to change the tariffs, fees, monthly subscription fees or any other form of subscriptions or to establish new tariffs and fees, at any time, as provided hereunder.

C. Basic tariffs:

Our calculations are fair and always to your benefit.

We can calculate the tariffs per minute/hour/day. Without hidden monthly fees or lease expenses. Furthermore, with best price System, you can be sure that our calculations will always be to your advantage. This works out great!

Tariff plan in BUCURESTI	MINI One	BMW i3	SMART FORTWO	SMART FORFOUR
Rate per minute	1,60 RON	2,50 RON	1,40 RON	1,40 RON
Rate per hour	64,00 RON	100,00 RON	56,00 RON	56,00 RON
Rate per day	384,00 RON	600,00 RON	336,00 RON	336,00 RON

Tariff CLUJ & ALBA IULIA	SMART FORTWO, VW UP and other models
Rate per minute	1,40 RON
Rate per hour	56,00 RON
Rate per day	336,00 RON

* the prices include VAT

- * 200 km included
- * Tariff per hour is applied between 40-60 minutes/ Tariff per day is applied after 6 hours.
- * The minimum trip cost is 10,00 RON.

PREPAID FARE UNITS

Purchases of unit packs are made from the active user account with the bank card attached to the account.

Time units represent a virtual currency for travel and represent the RON equivalent of the nominal value before discount.

Units Packs	Rate	Discount
300 Units	285 RON	5%
500 Units	450 RON	10%
1000 Units	850 RON	15%

*For example, in Bucharest one minute with a MINI ONE costs 1,5 units, and one minute with a BMW i3 costs 2 units.

*In case of purchasing units, the minimum trip cost is not applied.

SUBSCRIPTIONS

There are 4 types of subscriptions chosen depending on the frequency of the trips made by members: Lite, Basic, Standard and Master.

Once it's activated, subscriptions are automatically activated for 12 months. If the user does not want the subscription anymore, he can choose the option 'Cancel' and the subscription will not reactivate at the conclusion of the 30 days.

Once it's cancelled, the subscription will re-enable only after the end of the 30 days, in return he will have the opportunity to choose another subscription until the end of the 30 days.

The user can choose a subscription most expensive anytime. The transition is achieved with the end of the payment for the new subscription. The remaining minutes from the previous subscription remain valid until the expiry date. So he will be able to have 3 types of units:

- 1 - the ones that don't expire
- 2 - the units of the first subscription that expires on the date of xx.xx.xxxx
- 3 - the units of the new subscription which expires on the date of yy.yy.yyyy.

The units consumption is carried out in the order of descending order expiration.

In case of downgrading to a cheaper subscription, the user can choose the option 'Discard' and it will be activated upon the expiry of the current subscription, and the current units will also expire.

Subscription	Price	Units	Discount
Lite	60 RON	10	8%
Basic	120 RON	20	10%
Standard	240 RON	40	12%
Master	480 RON	80	14%

* the prices include VAT

* A subscription is valid of 30 days.

* The units included in the subscription do not cumulate, as they expire.

* The discount included in the subscription applies for the minute, hour and/or day rates, and does not apply for the prepaid packages.

D. Additional tariffs

Special circumstances may arise sometimes where additional tariffs are required. These situations are unpleasant for us, too, which is why you should try to avoid them at all costs:

SITUATION

TARIFF

Reactivation of the suspended account due to rejected payments	10RON
Processing of parking tickets or traffic tickets	10RON
Illegal parking	100 RON
Processing "terms and conditions" breach fee	100 RON
Loss of fuel card or parking card	250RON
Loss of car keys	1500 RON
Special situations, criminal acts	1100 RON
Driving abroad without authorization	1100RON

* the prices include VAT

* The reactivation tax of the suspended account due to rejected payments is charged if the due payment is not processed in maximum 5 days.

Complaints –National Authority for Consumer Protection may be contacted online or by phone at 0219551.

SECTION V INVOICING AND PAYMENT DUTIES

- A.** The member is liable for the payment of any and all expenses incurred in connection with the use of a Pony vehicle associated to their account.
- B.** The member is liable for any traffic ticket –for driving or parking –for failure to observe the traffic rules or other laws and/or the obligations to pay highway tolls or bridge-crossing tolls payable by a vehicle during a Trip, in addition to those specified as being included in the price of services. The member will be invoiced for said subpoenas and/or crossing tolls and the subpoena processing fee. Pony, directly or by its designated or appointed representatives, may choose to challenge, to settle with the Member or attribute to the Member any such subpoenas issued to Pony's name, if the latter considers they were issued during the member's trip. The member will comply with the written requests for waiver or acknowledgment of liability for any related lawsuit and, upon written request from Pony or its delegated or appointed representatives, will answer to any request for the enforcement of the waiver, acknowledgment or delegation of its rights or obligations.
- C.** If card payment is denied by the issuer of the member's card (for reasons pertaining to further authorization or additional fees that cannot be covered), Pony may suspend or annul the membership.
- D.** Pony reserves the right to send the details of a delinquent member's account to a third-party debt recovery agency.

SECTION VI PONY TRIP PROCESS AGREEMENT

Pony Car Sharing SRL ("Pony") offers car-sharing transportation services in Romania, to individuals and authorized legal entities that have been validated following an enrolment process. This TRIP PROCESS AGREEMENT ("Trip Process") regulates the relation, the rights and obligations between Pony and a Member (as the latter is defined below), arising from the use of Pony vehicles. A Member must agree to the Trip Process and the Terms and Conditions before reserving and/or using a Pony vehicle. This Trip Process includes an indemnification provision under Section 14.

A. DEFINITIONS

1.1. Tarif Schedule

The current tariff schedule (as may be amended) for Pony car-sharing services is available at www.getpony.ro as well as in these Terms and Conditions.

1.2. Territoriality

The Pony vehicle may be operated only in Romania.

*The vehicles belonging to a certain city fleet cannot be relocated in the fleet of another city. Exception from this rule make the vehicles from Alba Iulia and Cluj-Napoca fleet, which can be relocated from the first city in the second one and vice-versa. (ex. The vehicles from Cluj-Napoca cannot be relocated in Bucharest, but can be relocated in Alba Iulia).

1.3. Area of Operation

The area predefined by Pony in each of its operating locations, as the exclusive area for the start and end of a Trip. Maps of current Area of Operations (as may be amended) are available at www.getpony.ro as well as on the official GetPony app.

1.4. Invoice

A summary of all tariffs and other amounts, as established and applied by Pony, for which a Member is responsible. The invoices are available for review when you access your account on the official GetPony application.

1.5. Member

A person approved through an application process, with a valid driver's license, registered as an authorized Pony user by Pony, and who has agreed to this Trip Process and the Terms and Conditions. Members shall be categorized either as an:

1. Active Member –A Member, in good standing, who has taken at least one trip in a Pony vehicle as driver in a twelve month period;
2. Inactive Member –A Member who has not taken at least one Trip in a Pony vehicle (as driver) in a twelve month period and/or a Member who is not in good standing and whose account was frozen by Pony.
3. Suspended Member –A member who has taken at least one trip in a Pony vehicle as driver, but no payment could be made for the ride.

1.6. Parking Rules

Parking Rules Pony Parking Rules identify the locations in each Area of Operation where a Pony Vehicle may be parked temporarily or a Trip ended. The Parking Rules vary depending on the Area of Operation where the vehicle is located. Pony Parking Rules, as may be amended, are available at www.getpony.ro and on the official GetPony application.

* If the car is parked illegally, the customer supports all the expenses with the storage and car lifting.

* In the case of ending the PONY trip in the parking lot of Avram Iancu International Airport from Cluj, the user is obliged to leave in the car in plain sight the parking ticket taken from the entrance. Otherwise, the user must pay the tax for losing the parking ticket charged by Avram Iancu International Airport from Cluj of 330 RON.

1.7. Privacy Policy

The Privacy Policy, as may be amended, is available at www.getpony.ro and on the official GetPony application.

1.8. Trip Period or Trip

The period beginning when a Member starts a trip according to Section 3 below and ends a trip under Section 5 below.

1.9. Schedules

The Tariff Schedule List and the Parking Rules as well as any other additional Schedules applicable to the Members may be accessed at www.getpony.ro and on the official GetPony application. These Schedules are an integral part of this Trip Process and are hereby incorporated by reference.

1.10. Terms and Conditions

The Agreement, as may be amended, between Pony and a Member, intended to govern the relationships, rights and obligations between Pony and the Member. Pony Terms and Conditions are available at www.getpony.ro and on the official GetPony application.

1.11. Valid Driver's License

A driver's license that authorizes the person to whom it is issued to operate a vehicle in the jurisdiction where they use it.

1.12. Payment Card

A payment card is a form of payment that may be accepted by Pony, namely VISA or MasterCard.

1.13. Official GetPony Application

Official GetPony Application is a smartphone application used as an access medium for reserving and renting Pony vehicles. The official GetPony app is created by

Marks Marketing Services SRL and is available as a free download for Apple and Android devices.

1.14. Pony Vehicle

A Pony Vehicle is a VW UP vehicle with a manual gearbox or a Smart ForTwo/ ForFour/ MINI ONE/ BMW i3 vehicle with an automatic gearbox intended to provide Pony car-sharing services, and any equipment or accessory installed to the interior or exterior of the vehicle (baby car seat, mobile charger).

B. TERMS OF USE

2.1. Only Active Members, in accordance with this Trip Process, the Schedules, Parking Rules and the contractual Terms and Conditions, may operate Pony vehicles.

2.2. Membership does not guarantee your ability to use Pony vehicles.

C. START OF TRIP PERIOD

3.1. The members may locate a vehicle available in any Area of Operation and start a trip spontaneously, without a prior reservation. This is only possible only for those Pony vehicles marked “available” on the GetPony application map. Where the vehicle is marked available, but not operational, the Member will not be charged.

3.2. A Member may reserve a Pony vehicle for 30 minutes, by GetPony –available soon.

3.3. Before operating a vehicle, a Member must inspect the interior and exterior of the vehicle for any visible defect, damage or excessive soiling, and will immediately notify Pony of any defect, damage or problem to the vehicle itself or with any installed technology, including the Multimedia Unit.

3.4. If the observations reported by a Member prompt Pony to declare that the vehicle is inoperable, Pony will advise the Member of the nearest available vehicle.

3.5. Access to the vehicle (whether by spontaneous use or reservation) and the start

of a trip may be granted through GetPony application: a trip starts when the Member selects a vehicle on the application and presses the “start rental” button. After the vehicle unlocks, the Member should follow the instructions provided on the application.

3.6. If a Member has several payment profiles, they will select the payment profile to be charged at the commencement of the trip

3.7. A Member must make complete and truthful statements. Failure to report any deficiency when starting a trip may result in that Member being held responsible for the repair or cleaning of the vehicle.

3.8. Pony may contact the Member by phone, text message or other method of communication about for operational issues relating to the reservation of the start of a trip.

3.9. Pony depends on its members in order to make sure that the vehicles are returned in a reasonably clean state. Therefore, Pony may not guarantee that a fleet vehicle will be clean at all times.

D. DURING THE TRIP PERIOD

4.1. During the Trip

Period, if a member initiates a stopover (parks the vehicle, but does not end their trip), the Member must follow the parking rules.

4.2. Pony vehicles may not be used for more than 200 kilometres outside of the Area of Operation without a prior notice. If a vehicle is driven more than 200 kilometres outside of this area, the Member will be personally accountable for the costs associated with returning the vehicle to the Area of Operation, including, but not limited to, costs with repairs, accidents or collisions, towing services and loss of vehicle use. The member responsible for this vehicle will continue to incur charges until the vehicle is returned to the Home Area and the trip is ended. At its sole discretion, Pony reserves the right to repossess its vehicle and end the Trip involving any Pony vehicle operating outside the Fixed Area of Operations at any time during or after the trip.

4.3. Pony may prohibit any continued use of the vehicle and/or notify the relevant authorities, if Pony has reasonable belief that the vehicle is being used in breach of any law and/or this Trip Process, the Schedules or the Terms and Conditions.

4.4. A member may never cross the national border in a Pony vehicle, as the same is intended to be used in Romania.

4.5. Barring special programs specifically providing otherwise, a vehicle may not be used for more than 48 hours in a row.

4.6. Pony reserves the right to end a Trip remotely for any reason, including if Pony is unable to contact a member about an ongoing Trip.

E. END OF TRIP PERIOD

5.1. A trip may be ended only if the vehicle is located within the Area of Operation

and in compliance with the Parking Rules. The exact boundaries are shown on the GetPony application.

5.2. When the Member wishes to end a Trip, the Member must:

1. park the vehicle according to the Parking Rules for the location where the vehicle is operated;
2. make sure that the key, the fuel card and the parking card, as the case may be, were returned to their designated compartment;
3. make sure that all the car windows and doors are closed and all the lights were turned off;
4. remove the trash and clean the soiling in the vehicle.

5.3. A Member may end his/her trip when he/she got off the car and pressed "Ride completed" on their mobile application. The trip is ended only if the display screen of the application confirms it and the vehicle locks, or in such other way as may be determined by Pony at the time of the use of the vehicle. If the Member leaves the vehicle before receiving this confirmation, the Member shall continue to accrue costs at his/her expense.

5.4. Failure to return the car in accordance with this Trip Process may result in liability and, possibly, criminal sanctions and/or criminal prosecution.

5.5. If the Trip Period exceeds 48 consecutive hours or anyother time frame Pony established, the Trip Period may be terminated by Pony. Pony will endeavour to contact the Member before the completion of the trip, using the information provided by the latter in its Member account. Until the vehicle is returned tothe Area of Operation and the trip is ended, the Member will continue to pay fees and/or penalties, as provided in the Tariff Schedule. If payment was not made or was rejected, Pony reserves the right to repossess the vehicle from its then-current location and, to the extent permitted by law, the Member will assume all the costs relating thereto, including, but not limited to, transportation expenses, key replacement (if the key is not promptly returned) and/or loss of vehicle use.

F. PRICES AND PAYMENTS IN DEFAULT

6.1. The tariffs for the Pony vehicle use are established by algorithms, per minute, and the Members must pay such amounts when due. The tariff structures and the prices established are inclusive of VAT.

6.2. The payments will be made by card, and the Member hereby authorizes Pony and its assignees to charge the Member, using the payment details provided by the Member to Pony. This account will have sufficient funds available to cover any costs. The Member bears sole responsibility for any additionalfees relating to the payments. Pony is entitled to deactivate any Member's account for non-payment or for insufficient funds.

6.3. Pony may issue time (minutes) credits or other types of credit to Members to be

used in their subsequent Trips. These credits have no monetary value and expire on the date mentioned in the Member's account page. If any credit is remaining upon the expiry date, such credit will expire and are to be removed from the Member's account. The use of these promotional credits in connection to the use of vehicles is subject to this Trip Process and the Terms and Conditions.

6.4. According to the Consumer Protection regulations, the members are entitled to receive:

1. Pricing Information –The current rates for our services may be obtained by calling Pony at 0 800 800 889 / 0741 284 888 or by e-mail at contact@getpony.ro. We reserve the right to change the tariffs, fees, complementary fees, monthly subscription fees or periodical subscription fees, and to establish new fees at any time, according to the provisions of the Terms and Conditions.
2. Complaints –The National Authority for Consumer Protection may be contacted at Consumer Phone 0219551.
3. INVOICING

7.1. The members are liable for the payment of all expenses and fees associated with the Trip and their use of a vehicle, through their account on GetPony application.

7.2. The car use expenses and the Trip expenses are provided and detailed in the Trip Process and the Tariff Schedule.

7.3. Invoices are generated automatically and can be viewed in your personal account created on www.getpony.ro and on GetPony application. The Trip history and the costs assessed by Pony for a Member's account can also be viewed by accessing Member account information at www.getpony.ro and on GetPony application.

7.4. The Members will receive all the information about the costs assessed upon the issuance of the invoice on www.getpony.ro and on GetPony application. Any request for refund of the costs assessed for a Member's account must be submitted within 7 days from the date when the invoice was posted on www.getpony.ro and on Pony application. The refunds will be reviewed and approved on a case-by-case basis, at Pony's discretion.

7.5. If a payment is denied by the Member's card issuer, Pony may suspend or terminate said Member's account.

H. OBLIGATIONS OF THE MEMBERS, PROHIBITIONS

8.1. The Member must:

1. use, operate and handle the vehicle gently, in compliance with the speed limits, as local speed limits and weather conditions permit;
2. observe the laws in force regarding the operation of vehicles;
3. make sure that the vehicle is used in accordance with the technical regulations;
4. immediately notify Pony about any situation causing excessive soiling and damage to vehicle;
5. protect the vehicle against theft (windows must be closed and the doors locked);
6. keep the vehicle clean during the whole trip;
7. return the vehicle in compliance with Section 5 and the Parking Rules;
8. keep any password, PIN codes or other access codes confidential. These passwords and access codes will never be recorded in written or electronic form. A Member must pay for any associated costs arising from the unauthorized use of a Member's account by third parties. Furthermore, if the Member has reason to believe that a third party might have obtained access to the password, PIN or other access codes, the Member must change them immediately and notify Pony about it;
9. immediately inform Pony if the fuel card or the parking card was stolen so that Pony may deactivate them. The Member will pay any fees or costs pertaining to: (i) fuel card or parking card replacement; and (ii) the damages arising from the loss or theft of the same;
10. immediately notify the police/the emergency personnel and Pony of any accident. At the request of Pony or its insurer, the Member will provide Pony with a copy of any citation report, police report, or other accident-relating documents that may be in the Member's possession;
11. inform Pony of any tickets or warnings for breach of traffic rules that the Member received while operating a Pony vehicle or during their Trip, including parking tickets;
12. notify Pony about any breach of the traffic rules, traffic tickets, speeding tickets received while operating any vehicle; and
13. unless prohibited by the law in force, allow Pony and its representatives to record telephone conversations relating to Membership, for the purpose of investigating legal issues and improving the vehicle and services quality.

8.2. A Member shall not:

1. use the vehicle under the influence of alcohol, drugs or medication that could adversely impact his/her driving ability. Drinking alcohol is strictly prohibited and a limit of 0.0% AS will apply for all Pony drivers. As regards the drugs and medication that

could adversely impact the Member's ability to drive, whether legally prohibited, prescribed or otherwise, a zero-tolerance policy applies;

2. allow other persons to drive the vehicle (including other Pony Members who did not start the current Trip);
3. give, lend or provide a method of access to another party who might use the vehicle through the Member's account;
4. use the fuel card to get fuel for vehicles other than the one for which the card was intended;
5. drive the vehicle off paved roadways, unpaved or forest roads and in sports events or race;
6. engage in any distracting activity prohibited under the laws in force while driving or use any hand-held electronic devices while driving;
7. use the vehicle for test drives, driving classes, to transport passengers or for commercial gain, or to deliver goods as part of a commercial business;
8. use the vehicle for transporting flammable, poisonous or dangerous goods, for other than ordinary household use and in quantities larger than what is usually consumed in a household;
9. transport objects which, given their size and weight, might adversely impact the vehicle's handling and safety or which might damage the interior of the vehicle;
10. use the vehicle for the perpetration of a crime;
11. smoke or use tobacco or other vapour products or allow passengers to consume the same inside the vehicle;
12. transport animals in the car, with the exception of a guide animal accompanying a Member or a passenger with a disability, provided the animal is transported in a cage;
13. soil the vehicle in excess or leave trash in the vehicle;
14. remove objects that are attached to the vehicle or form part of the vehicle's equipment, including bike racks and keys;
15. drive with more than one passenger in the Smart ForTwo cars or with more than 3 in the VW UP/MINI ONE/ BMW i3 and Smart ForFour cars;

16. perform repairs or modifications to the vehicle or the equipment;
17. use the vehicle recklessly or abusively or in any other way deemed inappropriate by Pony, in its discretion;
18. use the vehicle to propel or tow other vehicles, trailers or objects;
19. use the vehicle to carry persons or rented goods.

*No matter the type of insurance accepted (or not), the member is responsible for the total value of repairs, in case of damages produced to the vehicle, if the obligations above are not respected. The report issued by the Police / Insurance society is mandatory in case of accident. The Police/ Insurance society will establish the damaged produces and will issue a report and a repairment authorisation. The member is obliged to notify in maximum 12 hours both PONY Car Sharing and the closest Police Section. The insurance applies only if the member obtains the report mentioned above; otherwise, he will be responsible for the entire amount representing the repairment and authorises PONY Car Sharing to start the necessary procedures in order to recover the damages.

8.3. In the interest of all the Members and the general audience, the Member's style of driving should be suited to improving gas consumption.

I. ACTIONS IN THE EVENT OF ACCIDENTS, MALFUNCTION, REPAIRS OR AUTHORIZATION OF ANOTHER DRIVER

9.1. The Member is solely responsible for any malfunction or damage, including excessive soiling, to a vehicle and its equipment during a Trip. If a malfunction or damage to the vehicle or its equipment is reported, the last Member using the vehicle will be considered liable for the damage absent evidence to the contrary, as may be determined by Pony, in its discretion.

9.2. If the police witness the scene of an accident involving the vehicle, the Member must remain at the scene until the police draw up a report and take measures for the preservation of evidence and mitigation of losses. Even if the police are not present at the scene of the accident, the Member must report the accident to Pony. A vehicle involved in an accident may be parked only in a monitored and safe area. The Members will fill out an accident report and provide a copy to Pony.

9.3. In the event of an accident involving a Pony vehicle, it can't be done an act of amicable accident settlement. The Members must inform the police, will fill out an accident report and provide a copy to Pony.

9.4. To the extent provided by law, in all the cases, Pony is entitled to any indemnification related to the losses brought to a Pony vehicle. If the Member benefits from such indemnification, the Member must transfer it to Pony.

9.5. The Member is solely responsible for the consequences of traffic offenses or criminal acts perpetrated while using the vehicle and during the Trip, including parking tickets, and is liable to Pony for any fees and costs associated with the same. The Member authorizes Pony to release to any governmental agency or tribunal information regarding the Member and any other individual using a Pony vehicle on their behalf. Pony may choose, in its discretion, to settle these claims, including parking tickets, on behalf of the Member and/or, to the extent permitted by the applicable law, may transfer any lawsuit, responsibility or liability relating to such claim to the Member.

9.6. Upon Pony's request, the Member will immediately provide information pertaining to the vehicle location and will allow Pony and its representatives to inspect the same.

9.7. The Members authorizing other Members (an authorized Member being an "Authorized Driver") to use a Pony vehicle, with the respective costs to be charged to the latter, shall be responsible for all the fees arising from such Authorized Driver's use, including for the costs and fees laid down by the Schedules. The Members and Authorized Drivers are responsible for any losses incurred by the Authorized Driver, including the loss of use of the vehicle in case of accident, impounded vehicle or improper use thereof. The Members will accept statements and notifications from Pony on behalf of the Authorized Driver.

9.8. Pony is entitled to suspend or annul the right to drive if the Member:

1. does not pay its fees and charges in due time;
2. fails to observe this Trip Process or the Schedules;
3. fails to comply with the Terms and Conditions;
4. fails to observe Pony rules and policies regarding vehicle operation;
5. does not have a valid driver's license;
6. uses any vehicle, equipment or the fuel card and parking card improperly or without proper authorization;
7. ends a Trip in an unauthorized location and/or in breach of the Parking Rules;
8. fails to inform Pony about any identified defect that might alter the proper operation of the vehicle;
9. gives untruthful statements to Pony or fails to reveal facts or circumstances that need to be revealed under this Trip Process and/or the Terms and Conditions.

9.9. However, Pony, in its discretion, may suspend or terminate a Member's card and driving privileges at any time, for any reason.

9.10. When a Member's card or driving privileges are suspended or terminated, Pony may take possession of the vehicle at the Member's expense, if the latter fails to return it immediately, and the Member will be charged according to this Trip Process.

J. LOST AND FOUND POLICY

10.1. Pony is not responsible for loss or damage to Member's assets which are inside the vehicle or on the vehicle, even if said vehicle is in Pony's possession and regardless of who is at fault.

10.2. Pony will not contact the Members in connection with the lost items belonging to a Member, Authorized Driver, passenger or other individual.

10.3. Pony is not obligated to remove a vehicle from service due to loss of property, and is not required to search their vehicles for lost property.

K. INSURANCE AND RESPONSIBILITY OF THE MEMBER

11.1. Pony complies with the laws regarding the financial responsibility for the monitored vehicles by covering the insurance for the benefit of Members.

11.2. The Member (or any Authorized Driver) will be deemed insured based on Pony insurance only if the Member (or the Authorized Driver) complies with the rules provided by this Trip Process and the Terms and Conditions and only if he/she is an active member, is over 23 years old and has a valid driver's license and complies with the minimum driving experience requirements in some jurisdictions, if any (or as otherwise provided by contract).

11.3. Pony insurance does not cover a Member (or Authorized Driver) or passenger if the vehicle is used in breach of this Trip Process, the terms and Conditions, the Schedules, or if the same is not 21 years of age (or as otherwise provided by contract).

11.4. Pony insurance provides the Members and Authorized Drivers insurance as follows: (a) liability insurance coverage for third-party bodily injury and property damage; (b) basic no-fault benefits and if the state or province in question adopted a

no-fault refund statutes; (c) uninsured motorist bodily injury coverage, subject to a statutory coverage amounts equal to the lower limit of the statutory financial liability for said province and the lower coverage amount for a driver not insured, as defined in the province laws. Pony provides no other type of insurance.

USE OF A VEHICLE IN BREACH OF THIS TRIP PROCESS, THE SCHEDULES OR THE TERMS AND CONDITIONS IS MADE WITHOUT PONY APPROVAL, VIOLATES THE AGREEMENT BETWEEN THE MEMBER AND PONY AND DISQUALIFIES THE MEMBER OR AUTHORIZED DRIVER FROM INSURANCE COVERAGE, TO THE EXTENT PERMITTED BY LAW.

11.5. The terms of insurance provided by Pony according to Section 11.4 and the coverage limit per accident vary depending on jurisdiction. For information about the minimum level of insurance coverage for the jurisdictions where Pony operates are available at www.getpony.ro or by contacting the responsible insurance agent or the governmental authorities.

11.6. Member Deductible Obligations: the Member will pay a EURO 150 franchise plus VAT in the case of Smart ForTwo/ ForFour /VW UP/ MINI ONE cars and a 250 EURO franchise in the case of BMW i3 cars if the accident is caused by the Member or the Authorized Driver, if the fault for the accident or the damage compensation may not be determined or if the damage and the losses may not be recovered from third parties.

11.7. Member Financial Liability: Where Pony coverage does not apply and when the vehicles used in breach of the Trip Process and the Terms and Conditions or for other reasons, the Member is liable for the entire cost of the vehicle replacement or repair as well as for any claims originating from third parties, including those directed to Pony, and for the defense from the same. There are laws that require vehicle operators to maintain insurance coverage for liability to third-parties. The Members are advised to seek other insurance coverage for the claims not covered by Pony.

11.8. Additional Member Financial Liability: If, at any time, the claims for losses exceed the limit of the insurance provided by Pony, Pony will not be liable for such

excess amounts. Pony may notify the Member's insurer about the civil liability claims. If the losses exceed the Member's insurance coverage, then the Member will be personally liable for the excess amount of the losses.

L. MEMBER LIABILITY, DAMAGES, EXCLUSION

12.1. The Member shall be responsible to Pony for the theft of the vehicle or its equipment, for any damage caused to the vehicle or its equipment, for the loss of the vehicle or equipment, for any damage associated to the loss of vehicle use in cases where the vehicle is involved in an accident and has sustained damage preventing its use, vehicles towed or impounded, and improper use of the vehicle and equipment that resulted in the vehicle being out of service, as well as for damage incurred by third parties. The Member will fully indemnify Pony for such loss or

damage, provided they were caused by the Member or by the actions of a third party attributed to a Member or a Member Account. Furthermore, the Member shall be responsible toward Pony for the entire amount of the damages if the vehicle was damaged or lost or if a third party was damaged due to the fact that a Member or individuals for whom the Member is responsible have breached this Trip Process, the Terms and Conditions, the Schedules or the laws in force, affecting the insurance coverage. **IF AN UNINSURED MEMBER IS LIABLE, THE MEMBER WILL INDEMNIFY AND HOLD HARMLESS PONY AGAINST ANY CLAIMS BROUGHT BY THIRD PARTIES AGAINST PONY.**

12.2. In addition to any other right of recourse that may be available to Pony (including, but not limited to, the payment of a deductible amount) and, to the extent permitted by the applicable laws, the Member will pay RON 1,500 worth of damages per misconduct, if he/she let an unauthorized person drive the vehicle. In this situation, the liquidated damages may, at Pony's sole discretion, be off set against any amount owed by Pony to the Members.

12.3. If this Trip Process, the Schedules or the Terms and Conditions are breached, Pony may exclude, with immediate effect, the Member from use of the vehicle, and may deactivate vehicle access; this exclusion may be temporary or permanent and is in the sole discretion of Pony. The Member will be notified about his/her exclusion by telephone, text message, e-mail or other method of communication.

M. INDEMNIFICATION OBLIGATION OF THE MEMBER AND HOLD HARMLESS REQUIREMENT

THE MEMBER WILL INDEMNIFY AND WILL HOLD PONY, ITS PARTNERS AND AFFILIATES AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, AGENTS, LAWYERS, ASSIGNS AND LEGAL SUCCESSORS

(COLLECTIVELY REFERRED TO AS “INDEMNIFIED PERSONS”) HARMLESS FROM ALL LOSSES, INCLUDING LOST PROFITS DUE TO VEHICLE DAMAGE, CAUSED OR CONTRIBUTED TO BY THE MEMBER, LIABILITIES, DAMAGE, INJURIES, CLAIMS, DEMANDS, COSTS, LEGAL FEES AND OTHER COSTS INCURRED BY ANY INDEMNIFIED PERSON IN ANY WAY AND BASED ON THE MEMBER’S FAILURE TO OBSERVE THIS TRIP PROCESS, THE SCHEDULES, THE TERMS AND CONDITIONS AND/OR FROM THE USE OF THE VEHICLE BY THE MEMBER OR ANY OTHER PERSON, INCLUDING CLAIMS OF, OR LIABILITIES TO, THIRD PARTES. THE MEMBER MAY FILE A CLAIM TO THE MEMBER’S INSURER IN CASE OF SUCH EVENTS OR LOSSES; BUT IN ANY EVENT, THE MEMBER WILL HAVE FINAL RESPONSIBILITY TO ALL THE PERSONS INDEMNIFIED FOR SUCH LOSSES. THIS OBLIGATION MAY BE LIMITED TO THE EXTENT PONY’S MINIMUM FINANCIAL RESPONSIBILITY COVERAGE APPLIES.

N. GENERAL TERMS

15.1. Data protection. Pony will implement and maintain personal data protection procedures according to the law in force and Pony Privacy Policy.

15.2. Authorization to Call and Send Text Messages. By providing its telephone number, the Member expressly consents and agrees that Pony may place calls and send text messages to that phone number, including through the use of an automatic telephone diallingsystem and calls utilizing artificial and pre-recorded voices and/or messages for any purpose and in any connection to Pony membership, including, without limitation, as part of the application, registration or reservation process, any connection to a Trip, and which regards the investigations made by the customer service, the customer satisfaction surveys and/or Pony marketing communications. The Member’s consent is as regards the Member as well as any other person who

might use the telephone number he/she provided. The Member represents that he/she is the owner or the primary user of that phone number. The Member also agrees to promptly notify Pony in case they change their phone number so that Pony does not try to contact a phone number that no longer belongs to or is no longer used by the Member. The Member understands that this consent is a requirement for the use of a vehicle and that, if the Member decides that he/she no longer wishes to receive these calls or texts from Pony, he/she may not use the vehicle. The Member agrees that he/she may revoke the consent in writing, by a letter sent to Pony Headquarters, according to the Notifications section below. Pony is not liable for any fee charged by the Member's mobile services provider for the incoming text messages or calls.

15.3. Choice of Law. The law of the Member's state will apply to the disputes pertaining to this Trip Process and Schedules.

15.4. Conflicts. Should a conflict arise between this Trip Process and any other documents regarding Pony's car-sharing services, the Trip Process will prevail, unless a Pony authorized representative previously provided otherwise, in writing.

15.5. Assignment. The Members' rights granted under this Trip Process and any other documents regarding Pony's car-sharing services may not be assigned or transferred by the Member to third parties, in full or in part. Pony's rights may be assigned by Pony to third parties, in full or in part and, without limitation, Pony may sell or assign the right to receive a portion or the entire amount owed to it by the Member in connection with the use of the vehicle subject to the Trip Process.

15.6. Limitations of Liability and No Third-party Beneficiaries. This Trip Process was intended for the benefit of the Member and Pony. No third party may claim rights, as third-party beneficiary or in other capacity. UNDER ANY CIRCUMSTANCES WILL

PONY BE LIABLE TO ANY MEMBER OR OTHER THIRD PARTIES FOR INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY DAMAGES (INCLUDING LOST PROFIT) ARISING FROM OR RELATED TO THIS TRIP PROCESS, THE USE OF PONY VEHICLES AND/OR PONY SERVICES.

15.7. Confirmation. The Members may be requested to reconfirm receipt and acceptance of these Terms and Conditions to headquarters, by official GetPony application or by other method indicated by Pony before driving a Pony vehicle.

15.8. Waiver of rights. Acceptance by Pony of a Member's fault in connection to the Trip Process or the Schedules will not affect Pony's rights regarding any subsequent fault, may it be similar or different in nature. If either party waives or postpones the exercise of the rights deriving from this Trip Process, this fact will not be interpreted as a waiver of rights and remedies insofar as the statutory period for the exercise of such right or remedy did not expire.

15.9. Severability. Each provision of this Trip Process is distinct and separate. Therefore, any decision by a court ruling such provision unlawful will not affect the validity, nature or enforceability of the remaining provisions hereof.

15.10. Gender and number. Where required by the context, the masculine gender shall include the feminine and vice-versa, and the use of the singular shall include the plural and vice-versa and, in these instances, the remaining sentence or sentences in question will be interpreted as if the necessary grammatical or terminological changes had been made.

15.11. Modifications of Trip Process. The current version of this Trip Process and the Schedules are available at www.getpony.ro or on official GetPony application. Pony

reserves the right to adjust, supplement and replace these Terms and Conditions, and will notify these changes according to the applicable laws. The Member will be deemed notified when the notification is indicated and may be accessed from the first page accessed after the Member logs on to Pony website, when they accessed Pony official application or received an e-mail for information purposes. The Member agrees that all the changes will become effective and mandatory on the date mentioned in the notification, namely at least 30 days from the notification receipt date. Within the limits of the law, by reserving or starting a Trip after receiving notification about any amendment brought to the Trip Process, the Member agrees and undertakes the obligations arising from such changes.

15.12. Entire and Integrated Agreements. This Trip Process, the Schedules and the Terms and Conditions constitute the entire agreement between the parties and will become mandatory after its acceptance by the Member. The foregoing documents supersede and replace all the previous understandings and agreements between the Member and Pony. The Member represents and warrants that he/she did not invoke any representation, assertion, guarantee, guarantee agreement or other insurance, except for those provided under this Trip Process, the Schedules and the Terms and Conditions.

15.13. Notification to Pony. Unless otherwise required herein, the notification to be sent by a Member to Pony will be provided in writing. These notifications will be given (1) by personal delivery; (2) by a national next day courier service; or (3) by first class, registered or certified mail, postage prepaid. These notifications will become effective when Pony receives the respective receipt at the following address: S.C. Pony Car Sharing S.R.L., 19/2 Pitești Street, Cluj-Napoca, Romania.

15.14. Questions. Any comments and questions regarding this Trip Process or the Schedules will be directed to Pony. Please access www.getpony.ro or Pony official

application for contact options.

15.15. Currency. All the amounts stated in this Trip Process or the Schedules are expressed in lei, unless otherwise provided.

O. EXPLANATIONS AND COMPREHENSION

16. THE MEMBER DECLARES TO PONY THAT HE/SHE RECEIVED ALL THE REASONABLE EXPLANATIONS REQUESTED ON THE CONTENT OF THIS TRIP PROCESS AND OTHER DOCUMENTS RELATING TO PONY CAR-SHARING SERVICES MEMBERSHIP AND THAT HE/SHE TOOK ALL REASONABLE AND CAUTIOUS MEASURES TO MAKE SURE THAT HE/SHE UNDERSTOOD CORRECTLY EACH AND EVERY ONE OF HIS/HER UNDERTAKINGS AND OBLIGATIONS.

SECTION VII

SUSPENSION AND TERMINATION OF PONY MEMBERSHIP

A. Pony and the Member may each cancel the understanding outlined in these Terms and Conditions, with or without reason, by sending a written notification to the other party. The Member shall remain liable for all the costs, including the balance of the account, registration fees and any damages or penalties prior to the termination date. The Members may get refunds for the membership and/or registration fees according to the rights provided by the consumer protection laws or under Pony's discretionary decisions.

B. Pony is entitled to terminate membership immediately if:

- The Member does not pay their fees when due;

- The card chose as a main payment method at the Member's profile was lost, stolen, annulled, revoked, expired, was suspended or invalidated in any other way and no other payment option that Pony may define and accept;
- The Member no longer meets Pony membership requirements, as provided under these Terms and Conditions;
- The Member does not comply with the updated Trip Process or these Terms and Conditions;
- The Member made false statements to Pony or failed to reveal the facts or circumstances required under these Terms and Conditions;
- Pony may also suspend or terminate a membership at any time, for any reason, at its sole discretion.

C. If the membership is suspended or terminated:

- Pony is entitled to receive immediate payment of all the sums owed by the Member;
- Pony is entitled to compensations for any financial damage and property damage the Member may have caused. For the purpose of damage compensation, Pony will issue invoices to the Member's name for specific damages arising from the failure to fulfil any provision of these Terms and Conditions.

SECTION VIII

INDEMNIFICATION OBLIGATION OF THE MEMBER AND HOLD HARMLESS REQUIREMENT

The Member will indemnify and will hold Pony and its partners and affiliates and their respective directors, managers, employees, shareholders, agents, lawyers, assigns and legal successors (collectively referred to as “indemnified persons”) harmless from all losses (including lost profits due to vehicle damage, caused or contributed to by the Member), damage, injuries, claims, demands, costs, legal fees and other costs incurred by any indemnified person in any way and based on the member’s failure to observe the Trip Process, the Terms and Conditions and/or from the use of the vehicle by the member or any other person, including claims of, or liabilities to, third parties. The Member may file a claim to the Member’s insurer in case of such events or losses; but in any event, the member will have final responsibility to all the persons indemnified for such losses. this obligation may be limited to the extent pony’s minimum financial responsibility coverage applies.

If the Member breaches, fails to perform and/or performs improperly any of the obligations provided hereunder (Terms and Conditions), in full or in part, Pony is entitled (but not required) to consider this agreement (Terms and Conditions) terminated de jure, without any prior notification and without the intervention of a court of law; this clause will be considered a commissoria lex of the 4th degree. If commissoria lex of the 4th degree becomes effective, Pony is entitled to claim and receive from the Member indemnifications equivalent to the amount of the loss incurred.

SECTION IX

RIGHT OF WITHDRAWAL AND TERMINATION POLICY

The Member benefits from a right of withdrawal under which he may withdraw from this agreement (Terms and Conditions), subject to the fulfilment of the two conditions, cumulatively:

The Member is subject to the 14-day withdrawal period calculated from the confirmation of the entry into this agreement;

The Member did not use the Services provided by this website, namely he/she did not use the Pony vehicles

To exercise the right of withdrawal:

The Member will communicate the annulment of the reservation in writing, by his/her e-mail, or

The Member may use this form which will be filled out and sent back only if he/she wishes to withdraw from the agreement.

To [insert name, post address and, as the case may be, telephone number, fax number and e-mail address of the professional]:

Please be informed that I/we hereby withdraw from the agreement for the provision of the following services:

Ordered and confirmed on:

Name of consumer (consumers)

Address of consumer (consumers)

Signature of consumer (consumers) (only if this form is notified as hard copy)

Date

Any annulment by the Member, including for force majeure or failure to appear to the accommodation location, is subject to the aforementioned annulment policy.

You may not benefit from the right of withdrawal if the services posted on this website have already been provided to you, under Article 16 letter a of Government Emergency Ordinance 34/2014.

Refund Policy

Where the requirements mentioned at the first item above (The Member is subject to the 14-day withdrawal period calculated from the confirmation of the entry into this

agreement, namely he/she did not use the Services provided by this website, namely he/she did not use the vehicles provided by Pony), Pony will reimburse all the amounts received as payment from the Member, within 14 days from the date when we were notified about the Member's decision to withdraw.

SECTION X

PERSONAL DATA PROTECTION – CONFIDENTIALITY AND SECURITY POLICY

1. By providing the personal data, you implicitly accept the confidentiality and security policy below. Please read it carefully. SC PONY CAR SHARING SRL, headquartered at 19 Pitesti Street, apartment 2, Cluj-Napoca City, Cluj County, registered with the Trade Registry under no. J12/2003/2015, Sole Registration Number 34729900, represented by director Iulian Padurariu, here by reserves the right to amend these provisions without any further notice.
2. By providing your personal data you agree for said data to be stored and processed by SC PONY CAR SHARING SRL.
3. According to Law no. 677/2001 on the protection of individuals with regard to the processing of personal data and the free movement of such data, as amended and supplemented, and Law no. 506/2004 on the processing of personal data and the protection of privacy in the electronic communications sector, SC PONY CAR SHARING SRL is required to manage safely, and only for the purposes specified here in, the personal data you provide about you or another person.
4. The purpose of data collection is the monitoring/security of individuals and/or public/private goods by using the GPS.
5. To benefit from the services provided by SC PONY CAR SHARING SRL, you will have to provide personal data. Should you refuse, you may not use SC

PONY CAR SHARING SRL services and no commercial relationships will be established.

6. The information you provide will be registered and are to be used by the operator, and will only be communicated to third parties in the cases provided by the laws in force.

7. Under Law no. 677/2001, you have the right to access and change on the data, the right to not be subject to an individual decision and the right to bring legal action. You also have the right to object to the processing of your personal data or to request their deletion.

8. PONY CAR SHARING collects personal data on its website and on the GetPony app, for the following purposes: validating, sending and invoicing orders to the user; finalizing cancellations or problems of any nature regarding an order or a contract, purchased services by the user; sending newsletters and/or periodical alerts, in an exclusively electronic format; contacting the user, after the user's voluntary request; contacting the user regarding Customer Service matters; statistical purposes

Personal data consists of:

- First Name and Last Name
- Home address
- CNP (Personal Identification Number)
- identity document
- Identity card and driver's license expiry date
- e-mail address
- phone number
- ride history

PONY CAR SHARING stores this data while the user has an active account on the platform.

9. In accordance with the GDPR 216/679/UE, your rights are:

Right to withdraw your permission at any time from an agreement regarding data processing based on your initial permission. Your withdrawal will not affect the legality of data collection for enforcing a contract, accomplishing a legal obligation or following our legal interests.

Right to access- you have the right to obtain our confirmation whether we are processing personal data which regard you, and in case we do, you have access to the aforementioned data and to the information regarding the ways in which this data is processed.

Right to data portability - It refers to receiving personal data in a structured format, the way it is currently used by us and that can be read automatically. It also refers to the right to transfer this data to another operator if this process is technically feasible.

Right to opposition- This regards your right to oppose processing personal data when processing is necessary for accomplishing a task or when it involves a legitimate interest of the operator. When processing personal data serves for direct marketing or processing made on the basis of your consent, you have the right to oppose processing at any moment.

Right to rectification - it refers to correcting, with no unjustified delays, inexact personal data. The rectification will be communicated to every recipient to which the data was sent, except for the case when this communication is proven to be impossible to make or when it involves disproportionate efforts.

Right to delete the data ("right to be forgotten") - This means you have the right to request deleting your personal data, without unjustified delays, when one of the following instances happens: your data is not necessary anymore for achieving the purposes for which it was collected or processed; you withdraw your consent or there is no legal basis for processing the data; you oppose processing and there are no other legitimate reasons to prevail; the personal data was processed illegally; personal data must be deleted for respecting a legal

obligation; personal data was collected regarding the offering of a service of the informational society.

Right to restricting the processing - it can be exercised when the person contests the accuracy of the data, on a period that is necessary to verify the data; processing is illegal, and you oppose to deleting personal data, requesting the restriction of data; if SC PONY CAR SHARING STL does not need the personal data for processing, but the user requests it to ascertain, exercise or defend a right in court; when the user opposed the processing for the time in which it is verified whether the legitimate rights of the operator prevail over those of the respective user.

Right to file a complaint - complaints involving processing personal data can be addressed to the National Authority for Personal Data Processing. For exercising these rights, as well as any kind of questions regarding this information or regarding the usage of personal data by SC PONY CAR SHARING SRL, please contact our officer for data protection, by choosing any of the following channels written below:

10. For exercising these rights, you can address a written request, dated and signed for Pitesti street, no. 19, apt. 2, Cluj-Napoca, Cluj County, Romania, or through e-mail at contact@getpony.ro, or by phone at +40 741.284.888. Also, your right to address justice is acknowledged. Your data will not be transmitted in states outside the European Union.

11. You can find more details and updates regarding this information about your personal data protection at the National Authority for Supervising Personal Data Processing accessing this link.

SECTION XI

COPYRIGHT, TRADE MARK RIGHTS AND INTELLECTUAL

PROPERTY RIGHTS

Pony grants free access to their website, and authorizes you to review, print or send the information there on only for the purposes provided under this Agreement.

The copyright over the information on this website is held by Pony or its authorized partners.

The material on this website may not be reproduced, in full or in part, or altered without the prior written explicit permission of Pony's legal representative.

The contents of this website, the texts, graphics, photos, software, logos and any other material hereon are protected under the copyright law and are property of Pony or its partners.

Creating links between this website and other sites without our prior written consent is strictly prohibited. If the same happens without Pony's explicit written agreement, it does not mean that Pony undertakes liability for the non-affiliated sites with which links were created. Also, Pony may not be held liable for the material posted on the site linked by persons other than those authorized, and reserves the right to request the sanctions under the laws in force for any such actions that took place without its prior consent.

Pony or third parties may duly provide, on Pony's site, links to other pages or resources. Pony does not guarantee, and may not be held liable in any way for the availability of said links, for the form, content, advertisement, products or other materials available on such sites. Pony will not be liable or required to pay damages, directly or indirectly, for any damage or loss caused or presumably caused by or in connection with the use or the degree of trust in the information, content, goods or services provided on this website.

Reproduction, copy, multiplication, sale, resale or the exploitation of any portion of the services, the access or use of services or information provided by Pony through this site in a way that breaches the laws of Romania or the international laws on copyright and intellectual property will result in the civil and/or criminal liability.

Pony reserves the right to prevent by any means the contact and use of this site, and to seek sanctions, under the applicable laws, for the persons involved, if there is proof to their actions being aimed at destroying or altering the site, its content, its security or to their attempt to attack or discredit Pony or its partners, services and/or employees.

Any dispute that may arise in connection with this site and the terms and conditions of use falls within the remit of the general jurisdictions in Romania.

SECTION XII

GENERAL TERMS

A. Data protection. Pony will implement and maintain the most appropriate personal data protection procedures, subject to the applicable laws and the company's Privacy Policy.

B. Authorization to Call and Send Text Messages. By providing its telephone number, the Member expressly consents and agrees that Pony may place calls and send text messages to that phone number, including through the use of an automatic telephone dialling system and calls utilizing artificial and pre-recorded voices and/or messages for any purpose and in any connection to Pony membership, including, without limitation, as part of the application, registration or reservation process, any connection to a Trip, and which regards the investigations made by the customer service, the customer satisfaction surveys and/or Pony marketing communications. The Member's consent is valid as regards the member as well as any other person that may use the telephone number he/she provided. The Member represents that he/she is the owner or the primary user of that phone number. The Member also agrees to promptly notify Pony in case they change their phone number so that Pony does not try to contact a phone number that no longer belongs to or is no longer used by the Member. The Member understands that this consent is a requirement for the use of a vehicle and that, if the Member decides that he/she no longer wishes to receive these calls or texts from Pony, he/she may no longer use the vehicle. The Member agrees that he/she may revoke the consent in writing, by a letter sent to Pony Headquarters, according to the Notifications section below. Pony is not liable for any fee charged by the Member's mobile services provider for the incoming text messages or calls.

C. Option between various alternative laws. The law of Romania is the only law applicable to the lawsuits relating to these Terms and Conditions.

D. Jurisdiction. All the claims arising from or in connection to these Terms and Conditions or the provisions of Pony products or services will be solved by the Romanian courts of law having territorial jurisdiction over the [sic!] headquarters. If, however, the courts of law in the Member's country, state or province do not allow the Member to agree to the jurisdiction and the location of the courts of law in Romania, then these disputes will be subject to the local jurisdiction and the location of the Member.

E. Conflicts. In case of any conflict between these Terms and Conditions and any other document referred to in the Pony Car-sharing Program, these Terms and Conditions will prevail, unless a Pony authorized representative previously provides otherwise, in writing.

F. Assignment. The Members' rights granted under these Terms and Conditions may not be assigned or transferred by the Member to third parties, in full or in part. Pony's rights may be assigned by Pony to any third parties, in full or in part. Pony may sell or assign its right to receive a portion of or the entire amount owed to it by the Member, subject to these Terms and Conditions and/or the Trip Process and/or the use of a PONY vehicle.

G. Limitations of Liability and No Third-party Beneficiaries. These Terms and Conditions are intended for the benefit of the Member and PONY. No third party may claim rights, as third-party beneficiary or in other capacity.

UNDER ANY CIRCUMSTANCES WILL PONY BE LIABLE TO ANY MEMBER OR OTHER THIRD PARTIES FOR INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY DAMAGES (INCLUDING LOST PROFIT) ARISING FROM OR RELATED TO THESE TERMS AND CONDITIONS, THE USE OF PONY VEHICLES AND/OR PONY SERVICES.

The information, recommendations and/or services provided by Pony to the Members, in any way or by any channel, are intended for general information only and will be considered recommendations. Pony will maintain the content of its official website and GetPony application reasonable, correct and updated; Pony may not

however guarantee that the official website and/or GetPony application are free of errors, flaws, malware and viruses and that the official website and/or GetPony application are correct, updated and precise. Also, Pony does not guarantee that the official website and/or GetPony application are or will be precise, trustworthy, prompt, secure, error free, uninterrupted, that the malfunctions will be corrected or that they will raise to a Member's needs, requirements or expectations. Pony will not be liable for any damage arising from the use or the inability to use the official website and/or GetPony application, including damage:

caused by malware, virus or any incorrect or incomplete information, unless such damage result from Pony's intentional misconducts or serious negligence; and/or resulting from the failure to deliver or the delayed delivery of electronic communications, interception or manipulation of electronic communications by third parties or electronic communications software, or from viruses.

PONY IS HEREBY EXEMPTED FROM ANY GUARANTEE OF ANY KIND, EXPRESSED OR IMPLICIT, STATUTORY OR OF OTHER NATURE, INCLUDING, BUT NOT LIMITED TO, ANY SPECIFIC GUARANTEES FOR SALE, TITLE OR NON-COMPLIANCE.

The Members also confirm that they agree to bear all the risks arising from the use of Pony services, to the extent permitted by law.

H. Confirmation. The Members may be requested to reconfirm the receipt and acceptance of these Terms and Conditions to headquarters, by official GetPony application or by other method indicated by Pony, before driving a Pony vehicle.

I. Waiver of rights. Acceptance by Pony of a Member's fault in connection to their obligations or errors with respect to these Terms and Conditions will not affect or alter Pony's rights regarding the subsequent obligations or errors, similar or different in nature. If either party waives, neglects or postpones the exercise of the rights deriving from these Terms and Conditions, this fact will not be regarded as a waiver of its rights and remedies insofar as the statutory period for the exercise of such right or remedy did not expire.

J. Severability. Each provision of these Terms and Conditions is distinct and

separate. Therefore, any decision by any court ruling such provision unlawful will not affect the validity, nature or enforceability of the remaining provisions hereof.

K. Gender and number. Where required by the context, the masculine gender shall include the feminine and vice-versa, and the use of the singular shall include the plural and vice-versa and, in these instances, the remaining sentence or sentences in question will be interpreted as if the necessary grammatical or terminological changes had been made.

L. Modifications of these Terms and Conditions. The current version of these Terms and Conditions is available on the official website www.getpony.ro and/or by the GetPony mobile application. Pony unilaterally reserves the right to adjust, supplement and replace these Terms and Conditions, and will notify these changes according to the applicable laws. The Member will be deemed notified when the notification is indicated and may be accessed from the first page accessed after the Member logs on to Pony website, when they accessed Pony official application or when they received an e-mail for information purposes to the e-mail address indicated at their profile. The Member agrees that all the changes will become effective and mandatory on the date mentioned in the notification, namely at least 30 days from the notification receipt date. Within the limits of the law, by reserving or starting a trip after receiving notification about any amendment brought to the Terms and Conditions, the Member agrees and undertakes the obligations arising from such changes. The Member may choose to terminate its Pony membership, if they do not agree with the changes provided in these Terms and Conditions.

M. Entire and Integrated Agreements. The periodical amendments brought to these Terms and Conditions will become mandatory upon their acceptance by the Member.

N. Notification to Pony. Unless otherwise provided under these Terms and Conditions, the notification to be sent by a Member to Pony will be provided in writing. These notifications will be given: by personal delivery; by a national courier service, or by first class, registered mail, postage prepaid. These notifications will become effective on the date Pony receives the respective

receipt at the following address: S.C. Pony Car Sharing S.R.L., 19/2 Pitești Street,

Cluj-Napoca 400124, Cluj County, Romania.

O. Questions. Any comments and questions regarding these Terms and Conditions will be directed to Pony, Please access the Contact section on our official website or from the official GetPony mobile application.

SECTION XIII

EXPLANATIONS AND COMPREHENSION

The Member declares to Pony that he/she received all the reasonable explanations requested on the content of these Terms and Conditions and other documents relating to Pony car-sharing services membership, and that he/she took all reasonable and cautious measures to make sure that he/she understood correctly each and every one of his/her undertakings and obligations.

SECTION XIV

MEDIATION OR ARBITRATION AGREEMENT

In this section “you”, “to you” and “your” refer to the Member, while “we”, “us” and “our” refer to the relationship between the Member and PONY.

A. Conflicts. You agree that any claim or conflict of laws or of equity arising or likely to arise between us and related in any way to, or as a result of, this version or the previous versions of these Terms and Conditions, by your use or your access to Pony services, will be solved according to the provisions in the Arbitration Section.

Please read this Section carefully. It affects your rights and will impact the settlement of any claims that you and we may raise against each other.

B. Arbitration Agreement. You and Pony agree that each conflict or claim that may arise between you and Pony in connection with or as a result of these Terms and Conditions or their previous or subsequent versions or in connection with your access to, and your use of, Pony services will be solved by arbitration only. The

Romanian Arbitration Law governs the interpretation and performance of this Arbitration Agreement.

C. Group Interdiction, Representative Actions, Non-individual Liability. YOU AND PONY AGREE THAT WE MAY FILE COMPLAINTS AGAINST EACH OTHER, INDIVIDUALLY, NOT AS A PLAINTIFF AND MEMBER OF A GROUP OR BY A REPRESENTATIVE ACTION OR PROCEDURE. UNLESS YOU AND PONY AGREE OTHERWISE, THE ARBITER MAY NOT CONSOLIDATE OR JOIN THE COMPLAINTS OF MORE THAN ONE INDIVIDUAL OR PARTY, AND MAY NOT CHAIR IN ANY OTHER WAY ANY CONSOLIDATED PROCEDURE, BE IT REPRESENTATIVE PROCEDURE OR CLASS PROCEDURE. IN ADDITION, THE ARBITER MAY AWARD INDEMNIFICATIONS (INCLUDING MONETARY, ENFORCEABLE AND FACT-FINDING AWARDS) ONLY IN FAVOUR OF THE INDIVIDUAL PARTY THAT SEEKS THEM, AND SUBJECT TO THE LIMITATIONS REQUIRED FOR THE INDEMNIFICATIONS RELATING TO INDIVIDUAL COMPLAINT/COMPLAINTS OF SAID PARTY. THE INDEMNIFICATIONS AWARDED MAY NOT AFFECT THE OTHER USERS OF PONY.

D. Mediation Proceedings. Mediation is less formal than a lawsuit. It uses a mediator instead of a judge, and the court's involvement in the mediation decision is limited. A mediator may, however, award the same individual damages and indemnifications that a court of law may grant to a person; the mediator must rely on these Terms and Conditions just like a court of law would.

The mediator, and not just any court of law or county or local state agency, will have exclusive jurisdiction over the settlement of any dispute arising under or in connection with the interpretation, applicability, enforceability or drafting of this Mediation Agreement, any part thereof, or of these Terms and Conditions, including, without limitation, over any complaint claiming that this Mediation Agreement or

these Terms and Conditions or any part thereof are null or unenforceable.

Anyone seeking mediation may choose to continue subject to the applicable rules of

the National Mediation Centre or of any other organization of your choice, with our consent. At any rate, the mediator will be an attorney or a retired judge, and he/she will be selected according to the applicable rules. The mediator will settle the dispute according to the law. Unless the rules provide otherwise, the mediation decision will be issued without a written opinion.

Mediation will take place in the city of residence or in another locality mutually agreed upon. If the worth of the sought indemnification is RON 10,000 or less, you or Pony may choose mediation by phone or mediation based on written submissions. If the circumstances so require, the mediator may be requested to grant a personal hearing, but you and/or Pony may also attend such hearing by phone, with the mediator's consent.

The mediator will rule on the nature of the complaints in accordance with the laws of Romania, including with the recognised principles of equity, and will address all the privilege-related complaints recognised under the law. The mediator shall not be bound by any prior deliberations in which various PONY members might have been involved, but he/she will be bound by any previous deliberations involving the same member, to the extent provided under the law. The mediator's decision will be final and binding, and it may be referred to any relevant court of law.

E. Arbitration Costs. If you are the first to seek mediation, you will pay up to 1,000 RON in deposit fees for the initial mediation or case handling fees, subject to the applicable regulations, while Pony will pay any deposit fee or additional case handling fee. PONY will pay the entire deposit fee or the case handling fee if it is the first to seek mediation. Pony will pay the mediation costs and fees on the first day of mediation. The mediator will decide who pays the additional costs and fees. None of the provisions in this paragraph will prevent you from requesting the applicable mediation entity to reduce or increase its fees, or from requesting Pony to pay voluntarily an additional share of the fees based, depending on your financial situation or the nature of your complaint.

F. Nullity. Except for any provision in subsection C) of this Arbitration Agreement

(Group Interdiction, Representative Actions and Non-individual Indemnification), if a mediator or court of law decides that parts of this Agreement are held to be illegal or unenforceable, the remainder of the Agreement should still apply. If a mediator or a court of law decides that any provision in subsection C) of this Mediation Agreement (Group Interdiction, Representative Actions and Non-individual Indemnification) is null, then the entire Mediation Agreement will be null. The remainder of these Terms and Conditions should still apply.

G. Waiver. You may choose to dismiss this Mediation Agreement (“waiver”) by a written notification (“Notification of Waiver”) sent by mail. The Notification of Waiver should bear the post office stamp dated no later than 30 days after the date of the acceptance of these Terms and Conditions. You must deliver the Notification of Waiver to Pony, for the attention of the General Manager, according to Notifications Section above.

Should you choose to waive this Mediation Agreement, the remainder of these Terms and Conditions should still apply. The waiver of this Mediation Agreement has no effect on any previous, distinct or future mediation covenant you may have with us.

H. Future changes to Mediation Agreement. You agree that, if Pony brings any subsequent changes to the Mediation Agreement (other than the change of address for notifications or the website link provided hereunder), such change will not fall under the scope of any complaint filed within a legal action brought against Pony before the date of the change. The change applies to all the other lawsuits, ongoing or likely to arise between you and Pony. We will notify you about the changes to this Mediation Agreement by posting the amended terms at www.getpony.ro and/or on GetPony application, at least 30 days before the actual date thereof, and by a notification sent by e-mail to your e-mail address, as registered on our site. If you do not agree with the amended terms, you may close your account within 30 days, without any obligations deriving from the amended terms. Also, if we wish to eliminate the Mediation Agreement, as included in these Terms and Conditions, any such elimination will become effective 30 days after posting the Terms and Conditions version that does not include the Mediation Agreement on www.getpony.ro, and it may not be invoked by

any complaint submitted within a legal action filed against PONY before the elimination date.

These Terms and Conditions are valid from 10 October 2018.