

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.

1. DEFINITIONS

1.1. Tariff 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.

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 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

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.

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/Smart 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).

1. 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.

1. 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 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.

1. 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.

1. 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 any other 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 to the 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.

1. 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 additional fees 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 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 on GetPony application.

7.4. The Members will receive all the information about the costs assessed upon the issuance of the invoice 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 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.

1. 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. return the vehicle in compliance with Section 5 and the Parking Rules;
7. 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;
8. 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;
9. 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;
10. 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;
11. notify Pony about any breach of the traffic rules, traffic tickets, speeding tickets received while operating any vehicle; and
12. 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 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 VW UP Smart ForFour, BMW i3 and MINI ONE 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.

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.

1. 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. 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.

9.4. 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.

9.5. 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.

9.6. 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.

9.7. 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.

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

9.9. 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.

1. 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.

1. 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 amount 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 100 franchise plus VAT 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 vehicle is 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 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.

1. 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 offset 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.

1. 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 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.

1. 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 dialing 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 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

16.1. 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

1. 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.
2. 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.

1. 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. SCPONY 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, hereby 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 herein, 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. To exercise these rights, you may submit a written request, dated and stamped, at 19 Pitesti Street, apartment 2, Cluj-Napoca City, Cluj County, Romania. You also have the right to bring legal action. Your data will not be sent to other EU member states or outside to EU.

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 9 February 2018.