

## Rules of performing activities in order to conclude an agreement as part of the MasterBenefit Programme

These Rules define detailed terms and conditions for performing activities in order to conclude a Subscription Agreement as part of the Master Benefit Programme run by Prime Car Management S.A.

### I. Definitions

1. **PCM** – Prime Car Management S.A. with its registered office in Gdańsk, ul. Polanki 4, 80-308 Gdańsk, entered in the National Court Register kept by the Gdańsk-Północ District Court in Gdańsk, 7<sup>th</sup> Commercial Division of the National Court Register under KRS number 0000013870, share capital and paid-up capital of PLN 23,817,680.00, Tax Identification Number [NIP]: 9570753221 and National Business Registry Number [REGON] 191888626, BDO: 000339900; declares that it has the status of a large entrepreneur as understood in the Act of 8 March 2013 on Counteracting Excessive Delays in Commercial Transactions (Journal of Laws 2019.118, as of 2019.01.21, as amended).
2. **Lessor** – PCM being a party to a Subscription Agreement.
3. **Lessee** – Consumer – performing the activities specified in these Rules in order to conclude a Subscription Agreement, having full capacity to perform acts in law.
4. **Consumer** – a natural person or a natural person conducting business activity
5. **Partner** – an entity that enables Lessees to familiarise themselves with PCM's offer and the terms and conditions of its implementation.
6. **MasterBenefit Programme** – a programme for lease and servicing of a Car, operated by PCM based on a Subscription Agreement.
7. **User** – means an entity using the functionalities of the Website, for which the Lessor provides services, having full capacity to perform acts in law.
8. **Account** – a set of resources and rights within a given system assigned to a specific user of the computer system. Accounts have a unique name (login) and password. The authorisation process in the system typically requiring the account name and password is referred to as logging in.
9. **Subscription Agreement** – an agreement concluded in writing for a fixed period of time, determining the rights and obligations of the Lessor and the Lessee, where the main characteristics of lease or leasing is to lend the Lessee a car for use for a fixed period of time and to provide service.
10. **Car**: a vehicle (new or used) selected by the Lessee at [www.masterbenefit.pl](http://www.masterbenefit.pl), where PCM, in addition to vehicle information, presents also examples of charges under a Subscription Agreement. The examples do not constitute an offer as understood in the Civil Code.
11. **GDPR** – Regulation 2016/679 of the European Parliament and of the Council (EU) of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereinafter referred to as the GDPR).

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Gdańsk – Północ District Court in Gdańsk  
Share capital and paid-up capital of  
PLN 23,817,680, BDO 000339900

**Futura Leasing S.A.**

80-308 Gdańsk, ul. Polanki 4

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KRS [National Court Register Number]  
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Gdańsk – Północ District Court in Gdańsk  
Share capital and paid-up capital of  
PLN 1,689,320, BDO 000339611

**Masterlease Sp. z o.o.**

80-308 Gdańsk, ul. Polanki 4

NIP [Tax Identification Number] 584-26-99-948.  
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0000362287,  
Gdańsk – Północ District Court in Gdańsk  
Share capital of PLN 7,905,000,  
BDO 000339917

**MasterRent24 Sp. z o.o.**

80-308 Gdańsk, ul. Polanki 4

NIP [Tax Identification Number] 521-337-00-54,  
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12. **Data Controller** – an entity that determines the purposes and means of personal data processing. The controller is PCM.
13. **Personal Data** – means any information about an identified or identifiable natural person (“data subject”); an identifiable natural person is a person that can be directly or indirectly identified, in particular on the basis of an identifier such as last name, first name, identification number, location data, or online identifier.
14. **Interoperability of digital content with computer hardware and software** – for comfortable use of the website, it is recommended to have a current version of one of the web browsers installed on a computer or mobile device, e.g. free web browsers: Google Chrome, Mozilla FireFox, Opera, Internet Explorer,
15. **Rules** – these Rules determining the rights and obligations of the Lessee and the Lessor, fulfilling – in relation to the Consumer – the information obligation provided for in Article 12 of the Consumer Rights Act of 30 May 2014 (Journal of Laws of 2014, item 827), and Article 8 of the Act of 18 July 2002 on the Provision of Electronic Services.

## II. Creation of an account

1. The use of the MasterBenefit programme, in particular car booking and car booking cancellation, is possible after the User has registered their Account via [www.masterbenefit.pl/system](http://www.masterbenefit.pl/system) or the subpage dedicated to the partner.
2. The Account may be registered by a natural person who meets the following conditions:
  - a) has an e-mail account in the domain of the Partner cooperating with the Lessor or has been otherwise verified as authorised by the Partner to become familiar with the offer.
3. In the Account registration process, the following is necessary:
  - a) the User’s providing their personal data, i.e. full name, phone number or other data necessary to obtain access to the MasterBenefit offer, as agreed in advance with the Partner.
  - b) the User’s providing their e-mail address in the domain of the Partner cooperating with the Lessor or any other verified by the Partner
  - c) the User’s indicating the form of cooperation with the Partner cooperating with the Lessor.
  - d) accepting the statement on familiarity with the Rules of performing activities in order to conclude an agreement as part of the MasterBenefit Programme implemented by PCM.
  - e) accepting the statement on the GDPR.
  - f) providing a password to the Account that meets the criteria specified by the Lessor.
  - g) accepting any other statements, consents and records required in order to obtain access to the MasterBenefit offer, as agreed in advance with the Partner.
  - h) confirming the Account registration, using the activation link sent to the e-mail address indicated during the registration.
4. The User is obliged to provide true data and the Lessor has the right to verify them.
5. In the course of the Account registration, the Lessor shall have the right to ask the User for additional explanations or information necessary to complete the registration process. The Lessor shall create the Account without undue delay, not later than within 2 business days after the User gives all the necessary data.

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6. The Lessor reserves the right to refuse to activate the Account and discontinue the registration process, stating the reasons for the refusal, in particular when there are no specific grounds for the Lessee to become familiar with the offer.
7. One User can create one Account only.
8. The User is aware that the use of the Internet involves threats such as intrusion into the User's system, takeover of the password by third parties, infection of the User's phone and computer system with viruses.
9. The User may delete the Account at any time by submitting a relevant request at [www.masterbenefit.pl](http://www.masterbenefit.pl), [www.masterbenefit.pl/system](http://www.masterbenefit.pl/system) or by e-mail to [kontakt@masterbenefit.pl](mailto:kontakt@masterbenefit.pl). The Account may be deleted after verifying whether all formalities have been completed. Personal data are deleted by the Data Controller in accordance with internal regulations concerning storage periods.

### III. Car selection for the Subscription Agreement

1. The cars dedicated to the Subscription Agreement are presented at [www.masterbenefit.pl/system](http://www.masterbenefit.pl/system) for 24 hours a day.
2. The Lessee logs in at [www.masterbenefit.pl/system](http://www.masterbenefit.pl/system), using their official e-mail address or an e-mail address otherwise verified by the Partner, after the account has been created in the MasterBenefit system.
3. The Lessee shall select the Car from the list of Cars available as part of the Master Benefit Programme or by applying criteria limiting the list, such as the car make or monthly lease fee.
4. Having selected the Car on the website [www.masterbenefit.pl/system](http://www.masterbenefit.pl/system), the Lessee receives an e-mail confirming the selection of the Car from the MasterBenefit system. In order to select the Car, it is necessary to sign the Subscription Agreement.
5. Within 24 working hours from the moment of selecting the Car at [www.masterbenefit.pl/system](http://www.masterbenefit.pl/system), the Lessor contacts the Lessee in order to agree on the date and place of concluding the Subscription Agreement and its terms and conditions.
6. The Lessor reserves the right to refuse to conclude the Subscription Agreement without providing a reason, in particular in the event of insufficient credit worthiness.
7. The number of Cars is limited and may change during the term of the MasterBenefit Programme. If a car is not available, the Lessee shall be informed about the inability to conclude the Subscription Agreement.
8. The Agreement is concluded in writing according on the terms and conditions agreed between the Lessee and the Lessor.

### IV. Withdrawal from the Subscription Agreement

1. The Lessee has the right to withdraw from the Subscription Agreement according to its terms and conditions.
2. The Lessee does not have the right to withdraw from the Subscription Agreement under Article 38 point 12 of the Consumer Rights Act.

### V. Guarantee

1. The Lessor does not provide a guarantee for its service.
2. Cars offered in the MasterBenefit Programme may be covered by the manufacturer's guarantee

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for the car on the terms and conditions specified by the manufacturer.

## VI. Complaints

1. The Lessee shall have the right submit reservations concerning the services provided by the Lessor (complaints) to the Lessor.
2. The Lessee may lodge a complaint in one of the following ways:
  - b) in electronic form using the complaint form available at [http://www.masterlease.pl/leasing/formularz\\_zgloszenia](http://www.masterlease.pl/leasing/formularz_zgloszenia)
  - c) by phone at 058 / 340-44-48, on business days, between 09:00 and 17:00,
  - d) by mail as understood in Article 3 (21) of the Act of 23 November 2012 (Journal of Laws, item 1529) to the following address: ul. Polanki 4, 80-308 Gdańsk, or to the address of the Regional Commercial Office available at <http://www.reklamacje.masterlease.pl>
  - e) in writing – personally in the Company's registered office or the premises of the Regional Commercial Office, during its business days and hours. The business hours of the Head Office and the Regional Commercial Offices are available at <http://www.reklamacje.masterlease.pl>
  - f) personally for the record during the Customer's visit in the Masterlease Head Office or in the premises of the Regional Commercial Office. The addresses of the Head Office and the Regional Commercial Offices are available at <http://www.reklamacje.masterlease.pl>
3. Complaints shall contain the following:
  - a) the Lessee's details: full name, correspondence address regarding complaints;
  - b) Agreement number;
  - c) a description of the event and objections;
  - d) the Lessee's request;
  - e) the Lessee's signature if the complaint is submitted in writing.
4. The following shall be included in the complaint:
  - a) a power of attorney if an attorney acts on behalf of the Lessee;
  - b) a request for reply to the complaint by e-mail if the Lessee wants receive the reply to the complaint in this manner.
5. For complaints lodged phone or by electronic means, the documents referred to in point VI 4 shall be sent by mail to the Lessor's registered office address.
6. The Lessor shall reply to the complaint without unnecessary delay, but not later than within 30 days from the date of receiving the complaint.
7. The Lessor shall reply to complaints in writing, sending the reply to the Lessee's address indicated in the complaint. If the Lessee has submitted a request to receive replies by e-mail, they shall receive the reply in this form.

## VI. Information on the rules of personal data processing

1. The Data Controller is the Lessor, which undertakes to protect Personal Data in compliance with the provisions of the GDPR and the Act of 10 May 2018 on the Protection of Personal Data.
2. The User provides their personal data on a voluntary basis, but failure to provide personal data shall result in a refusal to create an Account.

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3. The Lessor has published the information required to be disclosed under Article 13 of the GDPR at [www.masterbenefit.pl](http://www.masterbenefit.pl) and [www.masterbenefit.pl/system](http://www.masterbenefit.pl/system). The User is obliged to become familiar with the information.
4. At any time, to the extent permitted by law, the User has the right to demand that the Data Controller provide access to, rectify, erase or limit the processing of their Personal Data, as well as the right to transfer their Personal Data. The User has the right to object to the processing of their Personal Data and to lodge a complaint with the President of the Personal Data Protection Office if they believe that the processing of personal data violates the provisions of the GDPR. More information about the rights and how to exercise them can be found in the Notice on the Exercise of the Rights of Natural Persons available on the Data Controller's website.
5. Granting consent to create an Account is voluntary, and may be withdrawn at any time, but this shall not affect the lawfulness of the data processing carried out on the basis of the consent. The withdrawal of the consent shall prevent the User from continuing to use the MasterBenefit Programme.

## VI. Final provisions

1. Any disputes between the Lessor and the Lessee shall be settled by common courts of competent jurisdiction in accordance with the provisions of the Code of Civil Procedure.
2. In matters not regulated by these Rules, the relevant provisions of Polish law shall apply.
3. These Rules enter into force as of 30 June 2020. The Lessor reserves the right to amend these Rules according to the following terms. Any amendments shall be published in a unified text of the Rules, as amended, at [www.masterbenefit.pl](http://www.masterbenefit.pl) and [www.masterbenefit.pl/system](http://www.masterbenefit.pl/system). Any amendments to these Rules shall take effect on the date specified each time by the Lessor. Orders placed by Customers before the effective date of amendments to the Rules shall be executed according to the Rules applicable at the time of placing the order.

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