

TERMS & CONDITIONS OF MOTORBOAT RENTAL

§ 1

Lessor

1. These Terms & Conditions (“**T&C**”) set out the terms and conditions for the provision of services related to motorboat rental (“**Rental**”).
2. Rental services are provided by Rosa Venti Sp. z o.o. [limited liability company] with its registered office in Warsaw, ul. Nowy Świat 33/13, entered into the register of entrepreneurs of the National Court Register kept by the District Court of the Capital City of Warsaw under KRS No. 0000832586, NIP [Tax ID No.] 5252817648, REGON [Business Id No.] 385728393, hereinafter referred to as the **Lessor**.
3. The Lessor may be contacted via the following: www.motolodki.pl; e-mail: biuro@motolodki.pl, phone: +48 884 204 900.

§ 2

Lessee

1. Rental services may be provided to a natural person („**Customer**”/”**Lessee**”) who is at least 18 years old and who has full legal capacity to act and holds a valid ID card or passport.
2. Rental services may also be provided to a legal entity if it is represented by a natural person who meets the requirements set out in para. 2 section 1.
3. The requirements set out in section 1 and 2 are applicable throughout the entire rental term. The Lessor may terminate the motorboat rental agreement with immediate effect if the Lessee or the person authorized to use the rental object in the motorboat rental agreement fails to meet the requirements set out in the sections hereinabove.
4. A rented motorboat may be driven by a person who meets the requirements set out in section 5 and 6 and is indicated in the motorboat rental agreement as a steering person or a person authorized to use the rental object in writing by the Lessee. A rented motorboat may not be sublet or given for use to any other person without prior written consent of the Lessor. A rented motorboat may not be given for use by the Lessee to a person who has not been indicated in the motorboat rental agreement as a person authorized to use the rental object.
5. The Lessee may authorize a third party to use the rental object after having submitted to the Lessor a full set of original documents confirming that the person to be authorized meets the requirements set out in the T&C. The authorization of any third parties described hereinabove does not create an obligation to sign an addendum to the motorboat rental agreement.
6. The Lessee or a third party authorized to use the rental object is required to hold all relevant licenses to drive water sports vehicles if required by the law.

§ 3

Rental Object / Booking / Notes

1. The rental object of this agreement is a Kontra 350 motorboat together with a 13.5 kW Yamaha engine („**rental object**”/”**motorboat**”).
2. While booking the rental object, the Lessee may also book **additional services** such as: a set of picnic essentials or beach equipment or a boat trailer, and many other services if they are included in the price list

available at www.motolodki.pl.

3. The rental object may be leased for a period of time defined by a number of hours or for a defined period of time, including an entire day, an entire night or full periods of 24 hours.
4. The rental object may be booked via the following website: www.motolodki.pl or via a mobile application if the Lessor has made it available to the Lessee.
5. The Lessee defines in the booking form the time and date for the beginning of the rental term and the period of time as well as chooses other additional services if available.
6. The Lessor accepts the booking on the following conditions:
 - 1) The Lessee has filled in the booking form which contains required information boxes, 2) The Customer accepts all the binding rental terms and conditions set out by the Lessor, including the terms and conditions of motorboat rental and the price list. The booking has been made when a notification confirming the successful booking appears on the screen,
 - 3) The Customer expresses their consent for the Lessor to charge an agreed amount or the full amount of the rent towards the final amount of the rent payment to their credit card, and the Lessor charges the aforementioned amount to the Lessee's credit card or the Lessee transfers the aforementioned amount to the bank account of the Lessor indicated on the Lessor's website.
7. A properly made booking shall be confirmed by a respective confirmation email generated by the booking system together with a confirmation that a rental agreement has been concluded, which both shall be sent out to the email address indicated by the Lessee in the booking form.
8. Details related to the services, including in particular the price list, the availability of the rental object, the times of delivery and handover of the rental object are available on the following website: www.motomolodki.pl.
9. The Lessee may file a complaint to the address indicated in para. 1 section 2 of the T&C or by phone or email indicated on the following website: www.motolodki.pl.
10. The Lessor declares that the availability of the rental object defined on the website and in the rental object availability box may vary from the actual availability due to the functioning of the online booking system. An email confirming that the booking has been made constitutes a booking confirmation.

§ 4

Lessor's Liability

1. The Lessor shall not be liable for items transported by the Lessee, lost items, items left in the rental object, any and all fees or charges (in particular port charges and fines) imposed on the Lessee and arising out of the Lessee's fault, related to the use of the rental object.
2. The Lessor shall not be liable towards any third parties for any damages which are the result of damage caused by the Lessee or any person steering the rental object during the rental term.
3. If the Lessee lets a person who does not meet the requirements set out in para. 2 of the Terms & Conditions or a person who has not been authorized to use the rental object in the agreement or a person who has not been granted the Lessor's authorization to use the rental object, the Lessor may retain the cash deposit paid by the Lessee.

§ 5

Payments/Penalty fees

1. The amount of the rental fee („**Rental Fee**”) is set upon the commencement of the rental term and depends on the fare applied by the Lessor and on the additional services chosen by the Lessee during the booking process or upon the commencement of the rental term subject to para. 5 section 2 of the T&C.
2. The Lessor declares that if the Lessee fails to choose additional services (e.g. a set of picnic essentials or beach equipment, etc.) in the booking form on the Lessor’s website, the said additional services may be made available to the Lessee only when the Lessor is in their possession at the moment of rental. In such case, the Lessee shall not demand from the Lessor to include the aforementioned additional services to the rental agreement.
3. The Customer is obliged to pay a cash deposit in the amount specified in the price list available on the website mentioned in para. 3 section 2 at the latest upon the delivery of the rental object. It is acceptable to pay the cash deposit in cash upon the delivery of the boat.
4. If the Lessee hands over the rental object off the designated hours, the Lessor will charge an additional fee pursuant to the price list. If the Lessee fails to hand over the rental object within the time limit of the rental term without prior consent of the Lessor, the Lessor has the right to retain the cash deposit, charge a penalty fee and impose on the Lessee’s the obligation to pay twice the amount due for each commenced outstanding rental term (an hour, a period of 24 hours, a day, a night) specified in the rental agreement.
5. The payment may be made electronically by credit card or by a traditional wire transfer. Transactions using payment cards and e-transfers are settled via Dotpay.pl. More information on other accepted methods of payment is available at www.motolodki.pl/.
6. If the payment is made by credit card, the Lessor will pre-authorize the credit card before the commencement of the rental term in the amount of the expected cost of the rental taking into account all the additional fees which may arise during the rental term. The full rental fees will be charged to the aforementioned credit card upon the end of the rental term if the Parties do not specify any other payment method.
7. If credit card payment method is chosen, the Customer agrees that the transaction be completed without the physical presence of the aforementioned credit card. Such transactions may only include fees which are not covered by the rental fee: additional charges for the fuel used during the rental term or fines imposed for violations of provisions of law, including the principles of inland waterway driving, or costs of servicing the motorboat which have not been covered by an insurance policy, or the co-payment of the insured party in the event of losing the motorboat or servicing the damaged motorboat covered by an insurance policy, however, the total amount of the aforementioned charges may not exceed the amount of the cash deposit paid for the motorboat and accepted by the credit card holder.
8. Notwithstanding the charges defined in section 7 hereinabove, if the rental term is exceeded beyond the time for which it has been concluded without prior consent of the Lessor, the Lessor will inflict upon the Lessee, apart from retaining the cash deposit, a penalty fee in the amount of double rental term fee for each commenced outstanding rental term (an hour, a period of 24 hours, a day, a night).

§6

Obligations of the Lessee

1. The Lessee is obliged to:

- 1) Abide by the applicable provisions of law, including the laws regarding inland shipping or other provisions of law related to safety on water, and in the absence of such provisions of law, the Lessee is obliged to act in a responsible and suitable way as well as to abide by the generally accepted standards in that regard.
- 2) Use the motorboat equipment while wearing a safety jacket and take particular care of any minors and dependent persons on board being in custody of the Lessee;
- 3) Secure all the parts of the Lessee's clothing that might be pulled into the propeller before boarding the boat;
- 4) Drive the motorboat in the designated areas suitable for such use;
- 5) Be particularly careful and use the equipment in a way which safe for the Lessee and other participants;
- 6) Use only the type of fuel indicated in the specification of the engine included in the technical documentation of the motorboat;
- 7) Use the motorboat with due diligence, for the intended purpose, and hand over the motorboat (end the rental term) exactly in the condition in which it was delivered to the Lessee upon its delivery;
- 8) Protect the motorboat from theft or accidental damage;
- 9) Perform a standard working order assessment before each use of the rental object;
- 10) Abide by instructions given by the Lessor's staff.

2. It is particularly forbidden for the Customer to:

- 1) Drive the motorboat under the influence of alcohol, drugs or other intoxicants, including all types of medication which may have the aforementioned effect thus making it more difficult or impossible to drive vehicles;
- 2) Exceed the admissible speed limit and make waves in an area where it is prohibited;
- 3) Get off the motorboat while it is being driven and in an area where it is prohibited, as well as to stop the motorboat in an area where it is prohibited;
- 4) Hit vehicles of other participants using the same waterway;
- 5) Manoeuvre the motorboat in a way which may pose a threat to third parties, including mainland shipping, and in a way which may put in danger the passengers of the motorboat and third parties as well as damage their belongings;
- 6) Alter the motorboat in any way or make any type of changes which are contradictory to its features and purpose without consent of the Lessor,
- 7) Carry more passengers or more freight than specified in the technical documentation of the motorboat regardless of the nature of such transportation (planned or exceptional);
- 8) Push or tow other vessel, pull persons and items behind the motorboat, including water-skiers;
- 9) Use the motorboat outside the territory of Poland;
- 10) Carry corrosive substances, soiling materials, materials with sharp edges or any materials which might permanently stain, destroy or damage the motorboat or any part thereof;
- 11) Carry substances and materials the possession of which is prohibited by the provisions of law;
- 12) Contaminate the environment;
- 13) Use the motorboat in any type of races, tests, timed sections, etc.

3. If the provisions of section 2 and section 1 point 4,6-9 are violated by the Lessee, the Lessee loses the cash deposit for the rental object.
4. In the event of any alterations or changes to the rental object mentioned in section 2 point 4, the Lessor reserves the right to charge upon the Lessee the costs related to bringing the rental object back to its previous condition, and to claim damages resulting from the loss of value of the rental object due to its alterations or changes mentioned in section 2 point 4.
5. The Customer is obliged to report the following incidents to the Lessor without undue delay and act according to the given instructions in the event of the following:
 - 1) Each and every damage, collision or accident which took place while the Lessee was in possession of the rental object. The aforementioned incidents are to be reported without undue delay, within 1 hour of becoming aware of the incident.
 - 2) The loss of the rental object or its equipment, and if rented together with a boat trailer, the loss of a boat trailer or its equipment;
 - 3) Breakdown or malfunctioning of the rental object or spotting any kind of irregularities related to its functioning together with a boat trailer, as well as breakdown or malfunctioning of the boat trailer or spotting any kind of irregularities related to its functioning.
6. If the spotted malfunctioning or breakdown may pose a threat to traffic safety, it is forbidden to continue driving until the aforementioned issue is resolved.
7. The Lessee is obliged to report to the Lessor and to the police without undue delay any theft or accidents, especially if there are injured parties during the said accident. In duly justified cases, the Lessee is also obliged to report such a situation to respective emergency services.
8. If the Customer uses the rental object against the provisions of law or the T&C, and if the overview of the situation gives reasonable grounds to conclude that the rental object has been stolen nor appropriated, the Lessor may terminate the rental agreement, cease to perform the rental services in question as well as seize the rental object.
9. The Lessor has the right to rescind the rental agreement if it has been in effect for longer than 24 hours and the payment card of the Customer has not been charged effectively and the rental fee has not been paid in any other agreed way.

§ 7

The Lessor's obligations

1. The Lessor shall deliver to the Lessee the rental object which shall be operational and fit for safe use. The rental object shall be covered by a suitable insurance policy required by the law. The Lessor shall deliver emergency equipment in the amount required by the applicable provisions of law.
2. The Lessor shall deliver the rental object together with no more than 12 litres of fuel, unless stipulated otherwise on the booking website or in the rental agreement.
3. If possible and available, the Lessor shall deliver a replacement motorboat if the rental object has been immobilised. The Lessee shall not pay a rental fee for the waiting time unless the motorboat has been immobilised due to reasons attributable to the Lessee.
4. A replacement motorboat shall not be delivered in the following circumstances:

- 1) if the Lessee loses the keys to the motorboat,
- 2) if the motorboat has been damaged due to the Lessee's fault or the fault of a person authorized to use the rental object,
- 3) if the motorboat has been damaged due to reasons related to port equipment and to mooring / anchoring as well as acts of vandalism.

§ 8

Personal data protection

1. The following entity acts as the administrator of the Customers' personal data as stipulated in the generally applicable provisions of law: Rosa Venti Sp. z o.o. [limited liability company] with its registered office in Warsaw, ul. Nowy Świat 33/13 entered into the register of entrepreneurs of the National Court Register kept by the District Court of the Capital City of Warsaw in Warsaw under KRS No. 0000832586, NIP [Tax ID:] 5252817648, REGON [Business ID:] 385728393, hereinafter referred to as „the Lessor”.
2. In connection with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council 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 (General Data Protection Regulation)(hereinafter referred to as Regulation 2016/679), we hereby inform that as of 25 May 2018 the Customer is granted the following rights related to the processing of the Customer's personal data indicated in the sections to follow.
3. The Lessor processes the Customer's personal data pursuant to the applicable provisions of law, including in particular the provisions of law related to personal data protection and the present Terms & Conditions. The Lessor ensures personal data safety, including protection against unlawful or prohibited personal data processing as well as its accidental loss, destruction or damage using suitable technical or organizational means.
4. The Customers' personal data are processed for the purpose of fulfilling the Agreement (motorboat rental), handling any potential complaints and marketing purposes, including sending commercial information.
5. The Customer's personal data are processed during the term of the agreement, at the latest after the expiry of the limitation period for claims arising out of the legal relation or other provisions of law. 6. The Customer's personal data processed pursuant to the personal data processing form shall be processed until the Customer withdraws their consent.
7. Personal data such as: name and surname, identification numbers, email address, phone number and other personal data given out by the Customer shall be used for the purposes of realizing the booking made by the Customer as well as handling any potential complaints.
8. Personal data such as email address, after having received consent expressed by the person to whom it is related, may be used for the purposes of sending electronic commercial information by the Lessor. 9. Personal data such as: name and surname, booking number, address, email address and phone number may be made available to third parties for the purpose of fulfilling the rental agreement. 10. In cases stipulated in the generally applicable provisions of law within the scope arising thereof, personal data may

be made available to authorized third parties and business partners using rental services on the basis of separate personal data processing agreements.

11. The Customer has the right to access their personal data, to transfer their personal data, to ask that their incorrect, inaccurate or incomplete data be corrected, to request that their personal data be erased, to object to the processing of their personal data.
12. The Customer is obliged to notify the persons who are indicated by the Customer as persons authorized to use the rental object about the possibility of sharing their data by the Lessor pursuant to the provisions of law or the agreement.
13. If the Customer considers that the processing of personal data violates the provisions of law, the Customer has the right to file a complaint with the supervisory authority: the President of the Personal Data Protection Office.

§9

Final provisions

1. Any potential disputes arising in connection with leasing the rental object shall be resolved by a court locally competent for the registered office of the Lessor and shall be subject to Polish law provided that in the matters related to customer issues as defined by the provisions of the Polish Civil Code, the court competent shall be a court of general jurisdiction.
2. The Customer being a customer as per the definition of the Polish Civil Code has the right to withdraw from the agreement concluded as a result of booking activation within 14 days of its conclusion provided that the Customer is obliged to pay for all the rental terms already realized. The Customer may withdraw from the agreement by making a written statement of withdrawal. The withdrawal statement may be made by filling in a form the template of which constitutes Appendix No. 2 to the Act on Consumer Rights, however, it is not compulsory. In order to observe the time limit for withdrawal from the agreement, it is sufficient to send a notification on the exercising of the right to withdraw from an agreement to the address indicated in point 2 of the Terms & Conditions within the time limit specified hereinabove. The Lessor accepts notifications on the exercising the right to withdrawal sent to the Lessor via contact email. Such email needs to include all the mandatory data indicated in Appendix 2 to the Act on Consumer Rights.
3. The Lessor may cancel the booking if the Customer violates the Terms & Conditions or the applicable provisions of law.
4. The terms of use and operation of booking motorboats are regulated by the generally applicable provisions of law within the scope not covered by the Terms & Conditions.
5. During the booking process, the Customer is forbidden to provide the Lessor with any illegal contents and incorrect or misleading information.
6. The Lessor may amend the Terms & Conditions in particular due to:
 - 1) changes in the way the services are provided by the Lessor for technical or technological reasons; 2) changes in the binding provisions of law impacting the mutual rights and obligations between the Parties, including changes to taxes or interpretation thereof due to court rulings, decisions, recommendations or instructions within a specified scope given out by authorities. 3) changes to the

costs of rental, including the losses incurred by the Lessor in connection with the provision of services.

7. Notification on amendments to the Terms & Conditions shall be published on the following website: www.motolodki.pl and sent to the Customer's email address indicated in the booking form at least 7 days prior to the provision of services. If the Customer fails to withdraw from the agreement before the amendments become effective, it shall be understood that the Customer accepts the aforementioned amendments. The amendments to the Terms & Conditions become effective in future and affect rental terms beginning after the amendments have been introduced and are irrelevant to the rental terms that have already commenced and are in place.
8. The Terms & Conditions become effective as of 25 April 2022.