

REGULATIONS

Penny.rent

§ 1. PRELIMINARY PROVISIONS

1. The Regulations of Penny.rent, defines the terms and conditions of use of the Website and Application, as well as the rules for entering into an Agreement with the Operator, i.e. PENNY ΙΔΙΩΤΙΚΗ ΚΕΦΑΛΑΙΟΥΧΙΚΗ ΕΤΑΙΡΕΙΑ, consisting in the rental of a Scooter to the Customer by the Operator through the Application installed by the Customer on the Device, after prior registration by the Customer on the website <http://penny.rent>, under the terms and conditions set forth in these Regulations. Contact is possible with the Operator at e-mail address: info@penny.rent, telephone number +30 698 427 4908.
2. The Terms and Conditions are made available free of charge in electronic form on the Webpage and Application in such a way that Customers can store and reproduce the Terms and Conditions in the ordinary course of business. Customers using the Service and the Application declare that they have read, understood and agreed to all the terms and conditions contained in these Terms and Conditions.
3. Acceptance of these Terms and Conditions and the Rental of the Scooter are tantamount to a statement by the Customer that he is in good health to ride the Scooter safely, that he has the legally required authorisation to ride the Scooter and that he is familiar with the traffic regulations.

§ 2 DEFINITIONS

1. Application - a mobile application that allows the Customer to rent a Scooter for a specified period of time and use the Scooter during that period;
2. Rental Time/Period - the paid period from the moment of renting the Scooter via the Application until it is returned in the correct manner as specified in the Terms and Conditions;
3. Customer - an individual who is 18 years of age or older, has full legal capacity, has accepted these Terms and Conditions, has registered in the Application and has selected a form of payment;
4. Area of Use - the area in which it is possible to rent and use the Scooter. The boundaries of the Area of Use are defined in the Application and on the Website;
5. Return Area - the area in which it is possible to return the Scooter. The boundaries of the Return Area are specified in the Application and in the Service;
6. Operator - PENNY ΙΔΙΩΤΙΚΗ ΚΕΦΑΛΑΙΟΥΧΙΚΗ ΕΤΑΙΡΕΙΑ;
7. Terms and Conditions - this document setting out the terms and conditions for the use of the Website, the Application and the terms and conditions for the conclusion of the Scooter Rental Agreement between the Customer and the Operator;
8. Website - means the website operated by the Operator at <http://penny.rent>, through which it is possible to use the services provided by the Operator while using the Application;
9. Scooter - an electric vehicle, with a power of not more than 3 kW, which reaches a driving speed of not more than 55 km/h, with a maximum load of 141 kilograms, which can be rented through the Application. The scooter has the following accessories: helmet, trunk. The accessories in question, for the purposes of the content of these Regulations, constitute an integral part of the Scooter;
10. Agreement - an agreement concluded between the Customer and the Operator, specifying the mutual rights and obligations of the Parties set forth in the Terms and Conditions. The Agreement is automatically concluded when the Customer registers in the Application, accepts the provisions of the Regulations and privacy policy and selects the offered form of payment;
11. Rental - the rental of a Scooter by the Customer through the Application under the terms and conditions indicated in the Regulations. Rental takes place at the moment of scanning the QR code on the Scooter and confirming the desire to rent the Scooter by selecting the option , "rent!" in the Application;

§ 3. GENERAL PROVISIONS

1. In order to rent a Scooter, it is necessary for the Customer to enter into an Agreement with the Operator, install the Application on the mobile device, and then follow the instructions to rent the Scooter.
2. The Operator does not guarantee the creation and implementation of the Application for all operating systems and mobile devices. The Application should run on Android and iOS operating systems.
3. The Customer shall use the Scooter in accordance with the provisions of the Terms and Conditions and applicable laws, and shall use the Scooter in accordance with its purpose and characteristics. In addition, the Customer is obliged to follow the instructions for use of the Scooter, which is made

available to the Customer through the Application or on the Site. In particular, the Customer shall be obliged to:

- 1) Use of the Scooter in accordance with applicable laws and regulations,
 - 2) not to give the Scooter to a third party for driving or not to sublet the Scooter to a third party. In case of violation of this provision, the Customer will be held fully liable for any damage related to the act or omission of the third party,
 - 3) not to carry items or substances on the Scooter, the properties of which, including, in particular, condition, size, shape, or weight, may jeopardise the safety while driving for both the Customer and other road users,
 - 4) use of the Scooter only after completing all the instructions indicated in the Application,
 - 5) Driving the Scooter at a maximum speed of 55 km/h,
 - 6) not to load the Scooter with a load (including the weight of the driver of the Scooter) weighing more than 141 kg,
 - 7) not storing items in the trunk of the Scooter that prevent it from being closed,
 - 8) not to drive the Scooter under the influence of intoxicants or psychotropic drugs, after which driving is prohibited in accordance with applicable laws, or it is not recommended to drive after consuming them,
 - 9) not transporting animals with the Scooter,
 - 10) not to use the Scooter during severe weather conditions, such as storms, heavy rain, hailstorms that threaten safe movement,
 - 11) putting the Scooter on a stand, closing the trunk, stowing all accessories such as the helmet, and turning off the ignition using the appropriate option in the App,
 - 12) to surrender the Scooter in working order, in the same condition as at the time of the Rental, subject to normal wear and tear of the item. The Customer shall be fully responsible for the consequences of events resulting from his violation of the applicable law during the use of the Scooter.
4. The Operator shall not be liable for damages incurred by the Customer due to the failure of the Scooter, its lack of charge or insufficient charge of the battery - if the Customer does not check the technical condition of the Scooter and the degree of charge of the battery before renting the Scooter, and then confirms this in the Application.
 5. Any malfunctions should be reported by phone, email or through the application form in the Application. In the case of any breakdown that prevents further driving, the Customer is obliged to stop and notify the Operator and follow the provisions of § 9 of the Regulations.
 6. The Customer shall be responsible for the Scooter from the moment of its rental until its effective return in accordance with the provisions of the Terms and Conditions. In the event that the Scooter suffers an accident, theft or any other damage while in use, the Customer shall immediately notify the Operator and the relevant services.
 7. The Customer understands and agrees that in the event that the Customer receives fines or other charges in connection with the Customer's use of the Scooter, the Customer shall be liable in this regard and agrees to pay them.
 8. Use of the Scooter in a manner inconsistent with its intended use, contrary to the law or the Regulations entitles the Operator to immediately terminate the Agreement with the Customer.
 9. In the case of damage caused by the Customer's improper use of Skuter, failure to comply with the provisions of the Regulations or applicable laws, the Operator shall have the right to require the Customer to pay compensation or repair the damage in full. The Customer shall be liable for damages caused to third parties on general principles.
 10. The Customer may not independently make any repairs, changes, alterations, modifications or other violation of the technical condition of the Scooter. If such changes are made, the Operator is not obliged to reimburse the Customer for the costs incurred by him. In the event of such a case, the Operator shall have the right to demand restoration of the previous state.
 11. The operator is not responsible for:
 - 1) Scooter Availability;
 - 2) Internet connection availability and signal quality;
 - 3) Not being possible to rent a Scooter due in particular to insufficient battery charge, damage to the Scooter;
 - 4) Breakdowns, damage to the Scooter and its equipment due to causes beyond the Operator's control;
 - 5) Other unforeseen effects and activities of third-party agents/people.

12. All Scooters carry liability insurance. The insurance does not cover damage caused intentionally by the Customer. Insurance conditions are in accordance with the general insurance conditions provided by the Insurer.

§ 4. METHOD AND CONDITIONS OF CONCLUDING THE AGREEMENT

1. The contract with the Operator can only be concluded by the Customer who:
 - 1) Has full legal capacity;
 - 2) Has completed 18 years of age;
 - 3) Has a valid and legal authority to drive the Scooter, which is evidenced by a valid document such as a driver's license, the category of which permits driving the Scooter;
 - 4) Accepted the content of the Terms and Conditions and Privacy Policy in the manner specified in the Terms and Conditions;
 - 5) Has properly registered on the Website or in the Application, filling in all necessary fields with correct and true data.
2. In order to register on the Website or Application, the Customer is required to:
 - 1) Provide correct data required in the registration form such as name, surname, date of birth, mailing address, email address, phone number, ID card number, driver's license number;
 - 2) Send the scans required during registration: driver's license;
 - 3) Submit a photo in which the customer's face will be clearly visible;
 - 4) Accept the contents of the Terms and Conditions and Privacy Policy;
3. With regard to the data completed by the Customer, registration shall be considered completed only if the Customer provides true data.
4. The customer is obliged to immediately update the indicated data if they change.
5. After the Client has registered in the manner specified above and in accordance with the instructions indicated in the Application, the Operator will verify the submitted data and documents. As a rule, verification takes from a few to several minutes, with the proviso that the Operator is not responsible for cases in which verification takes longer, which is beyond the Operator's control. The Customer may rent the Scooter only after verification by the Operator.
6. The Operator has the right at any time to verify the data and documents sent by the Customer. If the Operator considers that the data provided and documents sent are incorrect, false, the Operator has the right to refuse to register the Customer. In such a case, the Client is not registered and the Agreement is not concluded, and the Client is not entitled to any claims against the Operator on this account.
7. The contract is concluded for an indefinite period.
8. The Customer represents that he understands and accepts that the content of the concluded Agreement constitutes the content of the Terms and Conditions. The Client agrees that the content of the concluded Agreement (i.e. the Terms and Conditions) will be provided to the Client by making it available on the Site or Application in a manner that allows the content to be read, stored and reproduced.

§ 5. SCOOTER RENTAL

1. In order to rent a Scooter, in addition to the need for the Customer to fill in all the data at the time of registration and to attach scans of documents, the Customer is required to fill in the data on the selected form of payment. The Customer will be able to pay for the Scooter Rental by debiting his/her payment card pinned in the Application or by charging the funds paid by the Customer to the account dedicated to him/her in the Application.
2. In order to rent a Scooter, the Customer is required to install the Application on the mobile device, turn it on and follow the instructions according to the displayed information.
3. Rental of the Scooter is possible only if the battery level of the Scooter visible in the Application allows it.
4. As a result of selecting the appropriate option in the Application, the launch of the Scooter occurs. At this point, the Rental Period begins.
5. Before starting the Scooter and riding, the Customer is obliged to check the technical condition of the Scooter and is obliged to verify that the Scooter has all accessories described in the Regulations as an integral part of the Scooter and that these accessories are in working order and undamaged. The Customer is also obliged to check the condition of the tires and brakes.
6. If the Customer finds any irregularities in the operation of the Scooter, its technical condition, quantity and condition of accessories, the Customer shall:
 - 1) not to use a given Scooter and immediately inform the Operator of this fact through the Application and notification by email or telephone;

- 2) comparison of irregularities with the list contained in the Application and concerning the Scooter that the Customer wanted to rent;
- 3) entry in the Application of newly identified irregularities
7. Failure to enter new irregularities in the Application may result in the Customer being attributed with the occurrence of such irregularities. The Scooter is considered to be fully operational (both visually and technically) and equipped with all accessories referred to in these Terms and Conditions until the Customer reports the relevant damage or deficiencies.
8. It is forbidden to use the Scooter if there is visible damage that could prevent the use of the Scooter or would create a danger during its use. It is also forbidden to use the Scooter that does not have the given piece of equipment and accessories referred to in the Regulations.
9. The Customer shall be liable for defects or damage caused by the use of an inoperative Scooter or one that does not have all the accessories described in the Regulations.
10. The battery level of the Scooter is displayed on the dashboard of the Scooter and in the Application. The Customer shall immediately terminate the Scooter rental if the battery level is 20% or less. The Customer is obliged to return the Scooter as described in the Terms and Conditions. The Operator shall not replace or recharge the battery during the Rental Period.

§ 6. SCOOTER RESERVATION

1. The Customer has the right to book a Scooter if, according to the information indicated in the Application, it is available.
2. Reservation of the Scooter does not mean its Rental.
3. The free reservation lasts for 10 minutes. If the Scooter is not rented by the Customer within this time, the reservation is canceled. The customer at the time of booking can cancel the reservation.
4. Reservation of the Scooter more than 10 minutes is chargeable, according to the fees listed in the Application.
5. The Operator does not guarantee the availability of the Scooter after the reservation time has expired.

§ 7. PARKING

1. The Customer may park the Scooter only in places permitted by law and in public parking lots in permitted parking zones. The Customer may also park the Scooter in spaces designated for electric vehicles.
2. It is forbidden for the Customer to park the Scooter in a paid parking lot. If the Scooter is parked in a paid parking lot, the Customer will be charged these fees, as well as the penalties specified in the table of fees and penalties. The Customer represents that he/she understands and accepts that these fees will be charged directly from the Customer's account, i.e. from the payment card assigned to the Application or from the funds in the account dedicated to the Customer.
3. After parking the Scooter, the Customer is required to put the Scooter on the main foot, stow the helmets and other accessories in the trunk and close the trunk.
4. If the Scooter is parked in violation of the law or the provisions of the Terms and Conditions, the Customer may incur legal liability in accordance with generally applicable laws. In addition, the Customer may be charged with costs and fees incurred as a result.
5. During the Rental Period, the Customer may use the option to pause without returning the Scooter. In order to use such an option, the Customer is required to select the appropriate option in the Application.
6. The Scooter during parking, i.e. during the period when the Scooter is turned off, although assigned to the Customer, may only be parked as described above. In the event of a violation of the Scooter's parking rules, all of the above provisions regarding fees and penalties will apply to the Customer.
7. Fees for the use of parking during the Rental Period are specified in the table of fees and penalties.

§ 8. RETURN OF SCOOTER

1. The termination of the Customer's Rental of the Scooter shall be effected by the return of the Scooter described below together with all equipment, i.e. including all accessories. The accessories contained in the Scooter form an integral whole with it, which means that they cannot be removed or discarded by the Customer during the Rental Period and also as part of the return of the Scooter.
2. The Customer is obliged to return the Scooter technically efficient, in a condition not deteriorated beyond normal wear and tear resulting from its current proper operation.
3. Before returning the Scooter, the Customer is required to park it in the manner specified in § 7 of the Regulations. Return of the Scooter may be made only in the Return Area.
4. The customer is required to return the Scooter as follows:

- 1) Parking the Scooter in the manner specified in § 7 of the Regulations;
 - 2) Parking the Scooter in a manner that complies with generally applicable laws and regulations;
 - 3) Parking the Scooter in an area covered by the mobile network;
 - 4) Selecting the option in the Application to terminate the Scooter Rental;
 - 5) Checking in the Application whether the returned Scooter has become rentable.
5. The Skuter is returned only when all of the above conditions are met together.
 6. In case of improper return of the Scooter by the Customer, i.e. in case of non-fulfilment of all the above conditions, the Customer shall bear the costs of its further rental, additional fees (penalties) that arise therefrom, and shall be responsible for possible theft or destruction of the Scooter.
 7. The Operator reserves the right to terminate the Scooter Rental at any time, in particular in the event of one of the following cases:
 - 1) Breach of Terms and Conditions by the Customer;
 - 2) Intentional damage to the Scooter;
 - 3) No possibility of contacting the customer by phone or email provided during registration.

§ 9. REPORTING OF FAILURES

1. In the event of technical problems with the Scooter during the Rental Period, the Customer shall immediately park the Scooter in the manner specified in § 7 of the Terms and Conditions, and if such parking is not possible due to damage or failure of the Scooter, the Customer shall secure the Scooter in a manner that ensures its safety and the safety of other road users. The Customer shall immediately report this fact to the Operator via the Application or by phone +30 698 427 4908 or by email help@penny.rent.
2. When making a report in the Application, the Customer is required to provide the following information: make and registration number of the Scooter, location of the Scooter, type and circumstances of the incident, detailed description of the incident and possible damage. When making a notification by phone or e-mail, the Customer is further obliged to provide: the Customer's name and surname, telephone number. At the request of the Operator, the Customer is obliged to provide additional information and data indicated by the Operator.
3. In case of such necessity, the Customer is also obliged to inform the relevant services. The Customer, however, is first obliged to make a notification to the Operator and is obliged to follow the Operator's instructions.

§ 10. PAYMENTS

1. The use of the Scooter is subject to a fee. There is also a fee for parking the Scooter during the Rental Period, as well as for making a reservation for the Scooter (except in the case specified in § 6.3 of the Regulations).
2. Charges for Scooter Rental shall be billed according to the billing method selected by the Customer.
3. After registration, the Customer is required to make a minimum payment of €0.5 to the account assigned to the Customer by the Operator. Possession of the indicated funds in the account assigned to the Customer is required in order to make the Scooter Rental.
4. As a result of accepting the content of the Terms and Conditions, the Customer agrees that the Operator will charge the payment instrument (e.g. credit card, debit card) that was indicated by the Customer during the registration process. The payment card memorised and assigned to a given account in the application will be debited each time the transaction is closed (return of the Scooter), unless there are no minimum funds in the account assigned to the Customer as specified in Paragraph 3 above. In this case, the Operator has the right to debit the Customer's payment instrument at any time, including during the Loan Period - the Operator's right applies if the funds held by the Customer in the account assigned to the Customer are exceeded during the Loan Period.
5. The fee for the use of the Scooter is charged for each minute started at the rates specified in the Application. The calculation of the fee is based on the number of minutes of the Rental Period counted from the moment of activation of the Scooter, until the time of proper return of the Scooter and confirmation of return in the Application.
6. The Operator shall not reimburse any fees charged to the Customer in the event of the Customer's failure to make a proper return, in particular with respect to the selection of the Scooter return option in the Application.
7. In the case of having arrears of payments, the possibility of the Customer of booking and renting the Scooter is suspended until the arrears are settled.
8. The Customer is entitled to choose one of the following payment methods from the Scooter Rental:

- 1) Payment by card;
- 2) PayPal
9. The Customer is responsible for the correct entry of payment data. If the Operator becomes aware of the incorrectness of the data in question, the Operator shall have the right to suspend the Customer's ability to book and rent a Scooter.

§ 11. COMPLAINTS

1. The Customer has the right to file a complaint if the services provided for in the Regulations are not provided or are not provided in accordance with the provisions of these Regulations. The Customer should file a complaint within 7 days of the occurrence of the event giving rise to the complaint.
2. Complaints should be submitted in writing to ΑΜΜΟΧΩΣΤΟΥ 5 ΤΚ:54454 ΘΕΣΣΣΑΛΟΝΙΚΗ or electronically to the email address info@penny.rent
3. In order to effectively report a complaint, the Client is required to indicate the following data: the Client's name and surname, residential address, telephone number, e-mail address, a detailed description of the event giving rise to the complaint, the date of occurrence of the event giving rise to the complaint. Failure to provide all of the above data will result in non-recognition of the complaint.
4. A properly sent complaint shall be considered within 14 days from the date of its receipt. This period may be extended if consideration of the complaint requires special knowledge or encounters other difficulties beyond the Operator's control, or if it is necessary to obtain additional information from the Customer. The time for the Client to provide additional information each time extends the time for processing the complaint.
5. The Operator reserves the right not to respond to a complaint that is obviously unfounded, in particular to the extent that the complaint has already been previously considered in relation to the Client in question.
6. Sending a complaint electronically by the Client is equivalent to agreeing to receive a response from the Operator also in electronic form.

§ 12. WITHDRAWAL FROM THE CONTRACT

1. The customer may withdraw from the Agreement without giving any reason within 14 days from the date of its conclusion. To meet the deadline it is sufficient to send the statement before its expiration.
2. Exercise of the right of withdrawal from the contract is subject to the submission of a statement of withdrawal by the Customer. The Customer may send the statement in question to the Operator's address ΑΜΜΟΧΩΣΤΟΥ 5 ΤΚ:54454 ΘΕΣΣΣΑΛΟΝΙΚΗ, or may send a scan of the completed and signed form by email to: info@penny.rent
3. The Customer represents that he/she understands and accepts that upon renting the Scooter or upon booking the Scooter, the Customer loses the right to withdraw from the Contract due to taking possession of the Scooter by the Customer or in view of the submission of the statement of reservation of the Scooter, for which the Operator is due compensation from the Customer in accordance with the provisions of the Terms and Conditions.
4. In the event of effective withdrawal from the Contract, the Contract shall be considered not concluded. In the event of withdrawal from the Contract, each party is obliged to return to the other everything it received under the Contract. Reimbursement shall be made no later than 14 days from the date of receipt by the Operator of the statement of withdrawal from the Contract. Reimbursement of payments shall be made using the same means of payment that were used by the Customer in the original transaction, unless in the statement of withdrawal from the Agreement the Customer agreed to a different solution. The operator shall have the right to deduct them if the customer is in arrears to the operator with any payments, fees, penalties or other financial obligations.

§ 13. TERMINATION OF THE AGREEMENT

1. The Customer has the right to terminate the Agreement at any time without giving any reason. Termination of the Agreement is effected by submitting such instruction in the Application. Termination of the Agreement takes place within 14 days from the date of submission of such instruction by the Client in the Application.
2. If there are funds in the account assigned to the customer on the date of expiration of the notice period, the operator will return these funds to the customer, subject to the operator's right to deduct them if the customer is in arrears to the operator with any payments, fees, penalties or other financial obligations.

3. The Operator has the right to terminate the Agreement at any time without giving any reason with 14 days' notice. Information about the termination of the Agreement by the Operator will be displayed to the Customer in the Application.
4. The Operator has the right to terminate the Agreement with the Customer with immediate effect in the event of:
 - 1) Use of the Scooter by the Customer in a manner inconsistent with the Regulations or the rules of generally applicable law;
 - 2) Detection by the Operator that the personal data provided by the Client or the scans of documents submitted are false;
 - 3) The Operator becomes reasonably suspicious that the Customer's mental and physical condition does not allow the Customer to safely use the Scooter;
 - 4) Intentional damage to the Scooter by the Customer;
 - 5) Customer's failure to pay for the performed Service within the time required by the Agreement.

§ 14. FINAL PROVISIONS

1. The Operator has the right to change the Terms and Conditions without giving any reason. The Operator will inform about the changes in a visible place on the Website and Application. If the Customer does not agree to the amendment of the Terms and Conditions, he/she has the right to terminate the Agreement with immediate effect. The provisions of § 13 of the Terms and Conditions shall then apply.
2. The recognition of any provision of these Regulations as unlawful shall not affect the effectiveness and validity of the remaining provisions of the Regulations.
3. Issues related to the protection of personal data and the Operator's use of cookies are described in the Privacy Policy available on the Website and Application.
4. In special cases affecting the security or stability of the ICT system, the Operator has the right to temporarily discontinue or restrict the provision of services, without prior notice to the Customer. In particular, the Operator is entitled to carry out maintenance work to restore the security and stability of the ICT system. The Customer has no claim in connection with the interruption or cessation of services by the Operator.