

# GENERAL TERMS AND CONDITIONS

Date of issue: 11 April 2019

## **Wallis Autómegosztó Kft.**

**Registered address: 1055 Budapest, Honvéd u. 20.**

**Customer service office address: 1055 Budapest, Vajkay u. 1.**

**Web: [www.drive-now.hu](http://www.drive-now.hu)**

**E-mail: [kozpont@drive-now.hu](mailto:kozpont@drive-now.hu)**

### **1. Subject and right to make amendments**

1.1 These general terms and conditions of (hereinafter known as GTC) regulate the business relationship between Wallis Autómegosztó Kft. (hereinafter known as "DriveNow") and persons who wish to use the vehicle rental offering of DriveNow (hereinafter known as "Users").

1.2 The GTC shall be considered as general terms and conditions within the meaning of Section 6:77 of Act V of 2013 (hereinafter referred to as "Civil Code") and constitute an integral part of the blanket contract and the individual rental contract(s) between the User and DriveNow (hereinafter jointly referred to as "Parties", and each of them a "Party").

1.3 The GTC shall apply to the blanket contract which is created when the User registers with DriveNow. Furthermore, the GTC shall apply to the driving licence check and to the individual rental contract which is then concluded. The GTC shall not create any entitlement to conclude individual rental contracts.

1.3 DriveNow shall be entitled to amend the GTC for future business relationships if law changes, legal precedents, changes in financial situations or developments to the business model require such amendments.

1.4 In the case of any amendment of the GTC, DriveNow shall post information comprising the fact of the amendment, a summary of the changes, the effective date of the amendment and the new text of the GTC on the Website and make the same available in its Customer Service, as well as send it to the Users by e-mail at least ten days before the effective date of the amendment. By way of derogation, any amendment of the tariffs, being an Annex of the GTC, shall be posted by DriveNow on the Website and make the same available in its Customer Service, as well as send it to the Users by e-mail at least one calendar day before the effective date of the new tariffs. Such information should also describe how the Users can accept the changes.

A User shall be deemed to have accepted the amendment and accepted it as binding on the existing contracts if the User continues using the Service after the entry into force of the amendment to the GTC. The User shall be notified promptly in writing or by email of any amendments to the GTC. The amendments shall be deemed to have been approved and binding for any existing contract if the User does not object to them to DriveNow in writing or by email within one month after being notified of the amendments.

## **2. Users**

DriveNow shall regard Users as private individuals or legal entities and unincorporated companies. Legal entities and unincorporated companies shall be known in the following as “business customers” in the following for the sake of ease.

### **3. Conclusion of the blanket contract and requirements for use**

3.1 The conclusion of the blanket contract by the registration of the User is the first requirement for renting vehicles.

3.2 DriveNow shall only accept people as Users who are at least 21 years of age and have held a licence required in Hungary to drive a motor vehicle (for example a driving licence of class B) and satisfy all the conditions and provisions contained therein.

3.3 The registration of the User must be completed online on the DriveNow website or using the DriveNow app. After entering the required details, the User must click on "Purchase and registration " or a similar button to conclude the blanket contract and end the registration process. The User shall ensure that the residential or business address registered with DriveNow is a current registered address. Furthermore, the User undertakes to keep the other details, such as an email address, mobile phone number, bank account details and restrictions relating to a driving licence, up to date. If DriveNow finds that this is not the case, DriveNow shall be entitled to disable the account.

This version of the current GTC, which shall be available online and can be saved and printed at any time, shall apply to the blanket contract.

3.4 To prevent multiple registrations, the User may only create one registration in his own name. Any multiple registration shall be refused in the form of an error message or in writing either by email or mail.

### **4. DriveNow account, electronic vehicle key and personal PIN**

4.1 On conclusion of the blanket contract, the User shall be sent access data for his DriveNow account.

4.2 After the driving licence check described in Section 5, the DriveNow customer account shall be enabled for using the DriveNow services. The customer account shall be used in the form of an electronic vehicle key and may be used with a DriveNow customer card or the DriveNow app. DriveNow shall remain the owner of the electronic vehicle key.

4.3 The PIN entered by the User during the registration process shall act as a DriveNow PIN with which the User can authenticate himself when renting a vehicle.

4.4 The User may not pass on his DriveNow customer card, DriveNow PIN or the access data for his DriveNow account to third parties, in particular in the social media, and must keep them safe and protected from access by unauthorised third parties. Written records of the PIN must not be kept in the immediate vicinity of the DriveNow customer card and must not be kept in the vehicle or noted on a driving licence. DriveNow Customer Service shall never ask the User for his DriveNow PIN or user name and password.

4.5 DriveNow must be notified without delay of the loss, damage or destruction of the DriveNow customer card. The same shall apply to the loss of the access data to the DriveNow account. The User may contact DriveNow using the Customer Service Hotline or by email to kozpont@drive-now.hu for this purpose.

4.6 The DriveNow account is non-transferable and all rights to the account shall become null and void on the death/termination of the User or the termination of the blanket contract.

4.7 To enable companies and their employees to complete and bill business trips using DriveNow, DriveNow provides companies with the opportunity to open a DriveNow company account. To enable DriveNow business trips to be completed for their company, the employees of this company may link their own DriveNow customer account to the company's DriveNow business account. The company may apply for one or more personalised administrative accounts for its DriveNow business account. This will provide employees of the company with an administrative account to manage the employees linked to the DriveNow business account.

## **5. Driving licence check**

5.1 DriveNow shall conduct a driving licence check before a vehicle is rented for the first time and thereafter at regular intervals, generally every year. Furthermore, however, DriveNow shall be entitled to conduct a driving licence check that any time.

5.2 The driving licence check shall generally take place online on the DriveNow website or app, if necessary with a service provider completing the check. In the event that a service provider is used, the User's personal data shall only be sent to said provider for the purposes of checking his driving licence. DriveNow shall only be sent the result of the check by the service provider after it has taken place. The User shall be notified of any non-validation and shall then be referred to the Customer Support. However, the driving licence check may also be completed in one of the registration stations published on the DriveNow website.

5.4 The User undertakes to notify DriveNow of any circumstances which result in a restriction to his driving licence. Such circumstances may include a suspension or restriction, a court of official driving ban or the temporary seizure or confiscation of his driving licence. These circumstances result in his entitlement to drive a vehicle being suspended or terminated. In these cases, the User may not rent a vehicle.

## **6. Reservations, opening the vehicle and individual rental contracts**

6.1 The rental of a vehicle shall only be permitted if the User has a current driving licence. Furthermore, the maximum rental period of a vehicle shall be 24 hours unless the User has booked an hourly or daily package. Vehicles on which an hourly or daily package has been booked, may be used for a maximum of 24 hours in addition to the rental period of the booked package. The User shall not be entitled to use multiple booked hourly or daily packages for the same vehicle without limit and without a break. Therefore, a maximum of three hourly or two daily packages may be booked consecutively for the same vehicle.

6.2 The User shall be entitled to rent a vehicle either with or without a prior reservation. If a vehicle has been reserved using the DriveNow app, it shall be held for the User for 15 minutes in the event of a free reservation or for a maximum of eight hours for a

reservation involving a payment. In this case, DriveNow shall not be entitled to rent the reserved vehicle to another customer.

6.3 A vehicle may be reserved using the DriveNow app free of charge for 15 minutes. If an individual rental contract is not concluded during this period, DriveNow shall be entitled to release the vehicle for another user. To reserve a vehicle free of charge, the User must click on the "Reserve" or equivalent button. This offer to reserve a vehicle may be accepted or refused by DriveNow by displaying a dialogue or by sending a written declaration. A maximum of three consecutive reservations free of charge may be made without a vehicle being rented with payment. For the fourth reservation, the User undertakes to rent the vehicle with payment. If this reservation is completed without the vehicle then being rented, the User account shall then be disabled. DriveNow shall be entitled to re-enable the User account if once it has been clarified whether the User account has been misused. In the event of doubt, the User account shall remain disabled.

6.4 A vehicle may be reserved with payment for more than 15 minutes using the DriveNow app. DriveNow shall charge a fee based on the tariff list in force at the time of the reservation for this type of reservation. To reserve a vehicle with payment, the User must click on the "Reserve with payment" or equivalent button. This offer to reserve a vehicle may be accepted or refused by DriveNow by displaying a dialogue or by sending a written declaration.

6.5 The vehicle can be opened by the User using either his DriveNow customer card or the DriveNow app. The User undertakes either to rent or leave the vehicle immediately after it has been opened.

6.6 The User and DriveNow shall conclude an individual rental contract for every use of a vehicle. For this purpose, the User must enter his PIN on the screen in the vehicle or in the app or legitimise himself using another authentication facility provided by DriveNow. After legitimation, the User must click on the "Start rental" button or an equivalent button on the vehicle's screen. When the PIN is entered using the app, the "Start rental" button may be replaced by the last number of the PIN or the touch / face ID function. This offer to reserve a vehicle may be accepted or refused by DriveNow by displaying a dialogue or by sending a written declaration.

6.7 The period of usage for which payment must be made shall commence once the individual rental contract has been concluded.

6.8 In the event of problems in the procedure, DriveNow may use the personal details filed by the User to contact him by phone, email or push message to determine the cause of the problem and issue further instructions.

## **7. End of the individual rental contract and return of the vehicle**

7.1 The individual rental contract may be terminated at any time either by the User or by DriveNow by means of a declaration to this end. After the termination of the individual rental contract, the vehicle must again be free accessible for anybody.

7.2 To terminate the individual rental contract, the User must hold his DriveNow customer card against the reading unit on the windscreen until the lamp on the unit changes from red to green or terminate the rental using the DriveNow app. Termination

is also possible using the "Customer Handshake" function which transfers the vehicle to a subsequent user.

7.3 The termination of the individual rental contract must only take place within the boundaries of the business zones approved for this purpose. The approved business zones are set out on the DriveNow website. Other approved business zones may be identified by appropriate signage.

7.4 The individual rental contract may also be terminated with explicit permission within the rental territory. In this case, additional costs may be incurred on the basis of the tariff list in force at the time of rental.

7.5 The User may only park the vehicle in areas with daily or time parking restrictions (for example no stopping area with additional signage such as "7 am to 5 pm" or "Monday 6 am to 12 noon") if the restriction does not come into force until 48 hours after the vehicle has been parked. This shall also apply to traffic bans which have already been ordered but which have not yet come into force, for example temporary parking bans due to events or relocations.

7.6 If the termination of the rental contract fails, for example because a mobile phone connection cannot be established, the User must repark the vehicle and make another attempt to terminate the contract. If the termination of the rental contract fails again even after re-parking, the User shall call the Customer Service and terminate the rental contract by telephone.

7.7 When the rental contract is terminated, the fuel tank or charge status of the vehicle must have a remaining range of at least 15 km according to the display on the on-board computer.

7.8 The User must secure the vehicle adequately to prevent its theft before parking it. The windows, sunroof, soft top and doors must be locked, the steering wheel lock engaged and the lights switched off. The vehicle must also be returned with all the documents supplied with it, including all the fuel, bonus, partner and parking cards in the vehicle at the time of its rental and these may only be used for the intended purpose, for example to refuel the vehicle. DriveNow reserves the right to report any other use of these cards or accessories to the relevant criminal prosecution authorities. No equipment or accessory items (for example vehicle folder, warning triangle or child booster cushions) may be removed from the vehicle.

## **8. User's duties when renting the vehicle**

8.1 The User must not permit other people to drive the vehicle he has rented. In certain exceptional circumstances, the User may permit a passenger or another third party to drive the vehicle. An exceptional circumstance of this nature must not be caused maliciously or by gross negligence and requires the consent of DriveNow. The User undertakes to ensure that he is capable of driving the vehicle for the rental period when he rents the vehicle. An exceptional circumstance may in particular include the impairment of the User's ability to drive through health or exceeding the provisions of the Driving and Rest Time Regulation. In these circumstances, the User undertakes to check the third party before allowing them to drive the vehicle and must in particular ensure that the third party satisfies the criteria set out in Clause 3.3 relating to the minimum age and driving licence.

8.2 The User undertakes to check the vehicle before starting a journey for defects and damage which are not listed in the damage menu on the login process. The User must report any defects and damage visible to the User which are not listed in the damage menu on the login process (= new damage) to the Customer Service. The Customer Service shall decide whether the User may start the journey despite the damage. All new damage must be reported before starting the engine to ensure that the person who caused the damage can be identified correctly. If the User does not report any new damage, the vehicle shall be deemed to be optically and technically in perfect condition (with the exception of the damage already entered in the damage menu). Before starting a journey, the User must also ensure that the vehicle is roadworthy, particularly by making a visual inspection of the tyres. If the rented vehicle is an electric vehicle, the User must also check that there is a charging cable in the vehicle.

8.3 The User must obey the Road Traffic Act and treat the vehicle with care and caution and use it as set out in the instructions in the handbook, the owner's manual, the vehicle documents and the manufacturer's specifications.

8.4 The User must not use the vehicle for the following purposes:

8.4.1 For motorsport purposes, particularly for events which involve achieving a top speed,

8.4.2 For vehicle tests, driver training and driver safety training and for driving off metalled roads,

8.4.3 For the commercial carriage of people and for other commercial personal transport purposes,

8.4.4 For sub-rental or for the User's publicity purposes,

8.4.5 To commit criminal acts, even if they are only punishable with a fine at the location of the crime,

8.4.6 To transport highly inflammable, toxic or other hazardous substances,

8.4.7 To transport items which may adversely affect driving safety or may damage the interior or exterior of the vehicle as a result of the form, size or weight,

8.4.8 To tow trailers, vehicles or other items,

8.4.9 To transport animals unless they are in a closed cage which is safely stowed in the boot or a suitable animal blanket is used.

The User must also not do the following:

8.4.10 Use the vehicle for journeys outside Hungary,

8.4.11 Drive the vehicle under the influence of alcohol (blood alcohol limit of 0‰), drugs or medication which could adversely affect one's ability to drive,

8.4.12 Transport children under the age of 12 or less than 150 cm in height unless suitable, age-approved restraints (baby seat, child seat or booster cushion) are used for

the child. The User must follow all the traffic regulations and the manufacturer's instructions for installing and removing child restraint systems,

8.4.13 Excessively soil the DriveNow vehicle or leave refuse of any kind in the vehicle,

8.4.14 Smoke in the DriveNow vehicle or allow passengers to smoke in it,

8.4.15 Remove vehicle accessories from the vehicle unless this involves the intended use of the cards as described in Clause 7.8 and the emergency equipment (high visibility jackets, First Aid kit, etc.),

8.4.16 Overload the vehicle or transport more people in the vehicle than there are seats with seat belts in it,

8.4.17 Complete repair work on the vehicle or install parts on the vehicle or remove installed parts or to engage third parties to do such work,

8.4.18 Disable the passenger airbag unless this is done to protect children or infants who are being transported using a booster cushion or to comply with safety instructions when using a baby seat. The passenger airbag must be re-enabled at the end of the usage period.

## **9. User's liability, insurance cover and excess**

9.1. All DriveNow vehicles are covered by a third-party motor liability insurance policy with the insured sums required by the law.

9.2. The User shall accept liability for damage to the rented vehicle under the relevant provisions of the Civil Code (principle of liability for all damages).

9.3 The User shall be liable in full for all breaches of the law that he commits, particularly for breaches of traffic and misdemeanour regulations during the period of use and relating to parking the vehicle. The User undertakes to indemnify DriveNow from all motoring and on the spot fines, charges, towing costs and other expenses which authorities or other bodies charge to DriveNow as a result of the above breaches of the law. DriveNow shall be permitted to send the User's contact details to these bodies for the purposes of processing and sending an official notice or a letter.

## **10. Duties in the event of accidents, damage, theft, destruction and other loss of the vehicle**

10.1 DriveNow must be notified by telephone and without delay of any accidents, damage, theft, destruction and other problems, including the loss of the vehicle. The User undertakes to ensure that all reasonable action is taken where required to reduce the damage and secure evidence. After an accident, theft, fire, damage caused by game or other types of damage, the User must notify and consult the police without delay or report to the nearest police station unless the police refuse to record the accident. In this case, the User must notify DriveNow without delay by telephone and coordinate how to proceed with DriveNow. Any instructions issued by DriveNow must be followed. The above applies regardless of whether the accident was caused by the User or a third party or whether the damage is minor or not.

10.2 The user must take all the action which may be useful or helpful in clarifying the events which led to the damage. This shall particularly include answering the questions posed by DriveNow relating to the circumstances of the events which led to the damage and not leaving the site of the accident before the main findings required to assess the damage have been made or without DriveNow being given an opportunity to make these findings.

10.3 If the vehicle is no longer roadworthy as a result of an accident caused by the User, the User must pay all the costs incurred for the return of the vehicle.

10.4 In the event of an accident, the rental contract shall still not generally be terminated until the vehicle has been returned correctly as described in Clause 7 and the charges for its use have been invoiced accordingly. If the vehicle is no longer roadworthy as a result of the accident, the rental contract may be terminated, by agreement with DriveNow, when it is handed over to the towing company.

10.5 The User undertakes to send DriveNow a written accident report without delay, but at the latest within one week, which in particular contains the police reference number of the recording police force, a complete description of the accident, the time and location of the accident, any witnesses and the driver of the DriveNow vehicle, with their full names and addresses. All instructions issued by the DriveNow Customer Service must be obeyed. The User must not issue any acknowledgement of blame or pre-empt any liability claims (jeopardising insurance cover). At the request of DriveNow, the User must complete the claim form sent to him by DriveNow in full and sign and return it to DriveNow within three days. DriveNow reserves all rights from claims acquired by eight as a result of the failure to submit or the late submission of the claim notification.

10.6 DriveNow shall be solely responsible for selecting the repair workshop. Compensation payments related to damage to DriveNow vehicles shall be payable exclusively to DriveNow. If the User receives such payments from third parties, he must forward them to DriveNow without their having to be requested.

## **11. Contract penalties and User's duty to pay compensation**

11.1 If DriveNow incurs any damages caused by culpable action in breach of contract by the User, they shall be imposed on the User on the basis of the statutory regulations. Furthermore, the lump sum damage amounts specified in the GTC or in the tariff list shall apply. DriveNow reserves the right to provide evidence that the damage it suffered was higher than the amount in the lump sum.

11.2 If the vehicle contains refuse of any kind, the User must pay the cleaning costs set out in the tariff list in force at the time of the rental.

11.3 If the User returns a vehicle which does not have the required residual range of 15 km, the User shall pay any additional costs for transporting it for refuelling or charging and any repair costs.

11.4 If the User's incorrect use of the vehicle or access technique results in a technician being required, the User shall be charged with the costs set out in the tariff list in force at the time of the rental.

11.5 For each case in which a vehicle is used for a crime, the User shall pay a contract penalty as set out in the tariff list in force at the time of the rental.

11.6 For each case in which the ban on passing on a rented vehicle or the access data to third parties is breached, the User undertakes to pay a contract penalty as set out in the tariff list in force at the time of the rental.

11.7 As compensation for the costs incurred by DriveNow for handling enquiries by the prosecution authorities to investigate misdemeanours and crimes committed during the rental period, DriveNow shall receive a costs lump sum from the User for each case as set out in the tariff list in force at the time of the rental.

11.8 If the vehicle has to be re-parked by DriveNow as a result of a culpable breach of the duties set out in Clause 8, or a towing service is engaged by a third party/an authority, DriveNow may demand the costs lump sum specified in the tariff list in force at the time of the rental from the User. The User shall indemnify DriveNow from all charges and other costs, particularly towing costs. Any costs lump sum already paid shall be set off against other costs incurred.

11.9 The User undertakes to pay a contract penalty of 15,000 HUF for each case of use in culpable breach of contract of the cards described in Clause 7.8, such as the fuel card. Furthermore, DriveNow may demand higher compensation if it provides the appropriate evidence. Any contract penalty shall be set off against the compensation claim.

11.10 If action by the User results in a replacement fuel card, parking card or DriveNow customer card having to be issued, the User shall be liable for the costs set out in the tariff list in force at the time of the rental unless the reason for the issuing the new card was the responsibility of DriveNow.

## **12. Terms of payment, invoicing and credit balance**

12.1 DriveNow shall charge the User for using the vehicle on the basis of the tariff list in force at the time of the rental. The current tariff list is available on the internet on the [www.drive-now.hu](http://www.drive-now.hu) page. DriveNow shall be entitled to amend the tariff list at any time for future rentals. Payment shall be made either using the payment method selected by the User (debit/credit card) or by setting off against the User's bonus minutes or vouchers. The rental price including the statutory value-added tax shall be payable at the end of the agreed rental period. Payment for all other services provided by DriveNow shall be payable on conclusion of the contract.

12.2 The User and the holder of the account or debit/credit card must give their consent for this.

12.3 The invoices shall be sent to the User by DriveNow either by email or for downloading in electronic form from his password-protected user area. The electronic invoices shall entitle the recipient to deduct input tax as long as the statutory requirements are satisfied.

12.4 If payment is made by debit/credit card, the User undertakes to pay a security deposit in the amount defined in the tariff list at the start of the rental period to fulfil his duties. DriveNow shall not be obliged to keep this security deposit separate from the User's other assets. No interest shall be payable on the security deposit. DriveNow shall arrange the return of the deposit after the termination of the rental, which is governed by the conditions of the financial institution managing the bank account linked to the User's debit/credit card. Instead of debiting the User's credit card, DriveNow may have the amount of the security deposit blocked on the debit/credit card.

12.5 The User may be credited with bonus minutes. The User can either purchase bonus minutes or acquire them as a result of a promotion. The special terms and conditions in addition to these GTC shall apply to promotions. Bonus minutes may be acquired, for example, as a result of purchasing savings or prepaid packages or a gift voucher, which the User has purchased himself or has received from a third party. The special terms and conditions in addition to these GTC shall apply to vouchers and to savings or prepaid packages. The bonus minutes shall generally be recorded within four days. The balance of bonus minutes is set off against debits before the selected payment method is debited. The balance of bonus minutes can be seen at any time online in the customer profile. Setting off against other DriveNow companies shall not be possible. The bonus minutes shall expire automatically if the blanket contract is terminated unless the blanket contract is terminated by DriveNow at no fault of the User. Bonus minutes not acquired using money shall not be reimbursed if the contract is terminated ordinarily or extraordinarily.

12.6 The payment details provided by the User during the registration process shall be used to settle all payment claims (such as the registration fee, charges relating to breaches of road traffic rules, failure to pay tolls, contract penalties, etc.).

12.7 Business customers must make payment by bank transfer or debit/credit card.

### **13. Refuelling, fuel card**

13.1 The fuel card must be used for refuelling at our partner filling stations wherever possible. Refuelling at non-partner stations shall only be permitted after consultation with and with the express consent of DriveNow.

13.2 The User must not use the fuel card to refuel vehicles other than the DriveNow vehicle to which the fuel card is assigned. The vehicle must not be refuelled with premium fuels, for example OMV MaxxMotion.

### **14. Term of the blanket contract, termination, suspension**

14.2 The blanket contract shall be concluded for an indefinite period of time and may be terminated by both parties by giving ordinary notice in writing of 14 days to the end of a month.

14.2 The right of the parties to the contract to terminate the DriveNow blanket contract without notice for a material reason, particularly for serious breaches of contract, shall not be affected.

A material reason shall in particular apply in the following situations:

14.2.1 If the User allows unauthorised third parties to drive the vehicle,

14.2.2 If the User fails to comply with the regulations of the Road Traffic Code,

14.2.3 If the User is in default with payments,

14.2.4 If bankruptcy, liquidation or enforcement proceedings are started against the User, or the User is otherwise insolvent,

14.2.5 If the User releases a vehicle which has been seriously soiled for further rental,

14.2.6 If the User uses the vehicle incorrectly or illegally,

14.2.7 If the continuation of the blanket contract is unreasonable, for example due to an unusual frequency of claims,

14.2.7 If the User damages the vehicle maliciously,

14.2.9 If the User culpably conceals or attempts to conceal damage to the vehicle,

14.2.10 If the User uses the vehicle to deliberately commit a crime,

14.2.11 If the User provides incorrect information for the blanket contract or has concealed facts and it is unreasonable to continue the blanket contract as a result,

14.2.12 If the User has driven under the influence of alcohol or drugs,

14.2.13 If the User abuses the Refer a Friend code,

14.2.14 If the User misuses his User account with DriveNow or transfer his mobile phone with the DriveNow application installed to any third party for renting a vehicle,

14.2.15 If the User is logged into a DriveNow account simultaneously more than three devices and does not react correctly to the actions/ instructions of DriveNow since in this case it is assumed that the DriveNow account is being misused.

14.3 Notice of termination may be given in text form (for example email) or in writing.

14.4 DriveNow may ban the use of a vehicle if it suspects that there is a material reason for termination in the sense of Number 14.2 until the facts of the matter have been investigated.

14.5 The electronic vehicle key will be suspended at the termination of the blanket contract.

14.6 In the event that the User is suspended, he shall be notified immediately by e-mail or letter. As part of criminal investigations, DriveNow shall be under no obligation to notify the User of the grounds for the suspension.

## **15. DriveNow's liability/Items found in the vehicle**

15.1 DriveNow shall only be liable to the User (apart from in cases of the breach of cardinal duties) in cases of malice and gross negligence. This shall also apply to DriveNow's legal representatives and agents. Cardinal duties shall be duties which enable DriveNow to fulfil the rental contract in the first place and on whose fulfilment the other party to the contract relies or may rely. DriveNow cannot accept any liability for initial defects affecting the vehicle.

15.2 The limitations of liability set out above shall not apply in the event of death, physical injury or health impairment.

15.3 DriveNow cannot accept any liability for items left in the vehicle after the termination of the rental period. This shall not apply in cases of malice or gross negligence on the part of DriveNow, its representatives or agents. DriveNow may keep items found in a

vehicle for a maximum of four weeks. If the owner fails to claim them within this period, the items shall be destroyed and valuables shall be sent to the local notary's office. If items found are returned, the User undertakes to pay an additional charge as shown on the tariff list in force at the time of the rental. Found items may only be collected by the owner himself or a third party bearing written authorisation from the owner.

## **16. Data protection policy**

16.1. To execute the blanket contract and the individual rental contract, DriveNow shall be entitled to collect, process and use the User's personal data such as name, title, date of birth, address, email address, bank details and mobile phone number and the contract data such as the start location and destination, start time and destination time and the duration of use. This data processing is based on paragraph b) of GDPR Article 6 (1). The processing of the contract data, particularly to determine and displayed the current location, shall be carried out using the Google Maps API and is essential for the function and full provision of all DriveNow services. If the contract data are sent to Google, they are only supplied so in anonymised form. This data processing is based on paragraph b) of GDPR Article 6 (1).

16.2. To identify and rectify errors or faults and to identify and process recourse claims for which DriveNow would be liable as the vehicle keeper, BMW AG (Petuelring 130, 80788 Munich) shall be entitled on behalf of DriveNow to collect, process and use the following technical data: acceleration data, speed data, engine speed data, driving mode data, deceleration data and data relating to events on each journey. These data shall be processed by BMW AG for the above purposes separately from the data set out in Clause 16.1 and sent to DriveNow in pseudonymised form. Only DriveNow can identify the User as the driver by linking him to the data set out in Clause 16.1. This data processing is based on paragraphs b), c) and f) of GDPR Article 6 (1).

16.3. Furthermore, BMW AG will collect, process and use the technical data specified in Clause 16.2 to calculate a driving style score on behalf of DriveNow. These data shall be processed by BMW AG for the above purposes separately from the User data set out in Clause 16.1 and sent to DriveNow in pseudonymised form. Only DriveNow can identify the User as the driver by linking him to the data set out in Clause 16.1. This shall be used by DriveNow to identify any usage in breach of contract and/or in breach of road traffic rules for which DriveNow would be liable as the vehicle keeper. This data processing is based on paragraphs b) and c) of GDPR Article 6 (1).

16.4. Data shall only be disclosed to third parties if this is required to fulfil the blanket contract or the individual rental contract or if you have given your consent to it. Personal data will only be disclosed to public bodies such as misdemeanour or criminal prosecution authorities within the framework of what is permitted by law. Furthermore, the User's personal data may be disclosed on the basis of a justified interest to a claimant who has made claims against DriveNow as the keeper of the vehicle on the basis of a traffic offence committed by the User. The justified interest results from the fact that there is no other way for DriveNow to avert the damage since the User is an anonymous driver to the claimant.

16.5 The data processing described in this section is carried out in part by service providers engaged by DriveNow. DriveNow shall ensure by contract that the User's personal data are only processed on the basis of the instructions issued by and the control of DriveNow.

16.6 The User can find additional data protection information in the privacy policy on the website and in the app.

## **17. Terms and conditions of use for the DriveNow vehicle database**

The User may view the vehicle detail and location data of DriveNow vehicles in various places including the map views in the DriveNow app. The automatic temporary storage of the data for the User's own private display of the data, for example in the browser or app cache, shall be permitted. Any other private or commercial reproduction, distribution, public disclosure or the disclosure of vehicle detail and location data shall be prohibited if such reproduction, distribution, public disclosure or disclosure does not just relate to minor parts of the database in terms of its type and scope. The rights set out in 84/C of the Copyright Act for free use for purposes of science and education and for use in court and official proceedings shall not be affected by this. The rights to the digital maps are held by the relevant map provider. To this extent, the terms of use issued by the relevant provider shall apply and can be viewed using a note within the map.

## **18. General provisions and place of jurisdiction**

18.1 This business relationship shall be governed by Hungarian law.

18.2 The User shall only be entitled to set off our accounts receivable if his counterclaims have been established by a court of law or are undisputed or acknowledged by DriveNow. Users shall also only have a right of retention if and in as far as the counter claim is based on the same contract.

18.3 The place of jurisdiction for all current and future claims arising from the business relationship shall be Hungary, with the Buda Central District Court, respectively, the Tribunal of Székesfehérvár having exclusive jurisdiction provided, that, the special provisions of the Code of Civil Proceeding on jurisdiction apply to Users considered as consumers. The same shall apply if the User does not have a general place of jurisdiction in Hungary, moves to another country after the conclusion of the contract or his place of residence or normal place of abode is unknown when the lawsuit is lodged.

18.4 No oral side-agreements have been made. All amendments or supplements to this GTC must be made in writing. This requirement may be satisfied by e-mail.

18.5 If one or more provisions in this GTC is or becomes invalid or void, this shall not affect the validity of the other provisions herein. DriveNow and the User undertake to close any loopholes using the objective and the presumed will of the parties to the contract.

These GTC shall be issued in Hungarian and English. In the event of any discrepancies, the Hungarian version shall prevail.

## PRICING AND OTHER CONDITIONS - DRIVENOW BUDAPEST

Valid from 04.11.2019 till recalled

all including 27 % VAT

<b>Car Usage</b>	
<b>Minute price driving</b>	
<b>Level 1</b>	
MINI 3-door	99 HUF
<b>Level 2</b>	
MINI 5-door	109 HUF
BMW 1-Series	109 HUF
<b>Level 3</b>	
MINI Convertible (summer 01.04. 31.10. /winter 01.11.-31.03.)	129 / 99 HUF
BMW Active Tourer	129 HUF
BMW i3	129 HUF
BMW X1	129 HUF
BMW X2	129 HUF
Minute price parking (all other times)	50 HUF
Minute price parking (Monday - Friday, 00.00 AM - 06.00 AM)	Free
Minute price extended reservation (all times, except overnight times, max 8 hours)	33 HUF
Car reservation (with max. 3x15 min. reservation prolongation option)	Free
Price per additional kilometer (exceeding free 200 km) (shown in footer of homepage)	100 HUF
Maximum free kilometers per rental (shown in footer of homepage)	200 km
Bonus minutes for refuelling	20 min

<b>Hourly Packages</b>	
<b>3 hours (80 km included)</b>	
MINI 3-Door/5-Door, BMW 1-Series	11990 HUF
MINI Convertible, BMW i3, BMW Active Tourer, BMW X1, BMW X2	14990 HUF
<b>6 hours (120 km included)</b>	
MINI 3-Door/5-Door, BMW 1-Series	22990 HUF
MINI Convertible, BMW i3, BMW Active Tourer, BMW X1, BMW X2	27990 HUF
<b>9 hours (200 km included, not for i3s)</b>	
MINI 3-Door/5-Door, BMW 1-Series	32990 HUF
MINI Convertible, BMW Active Tourer, BMW X1, BMW X2	39990 HUF
<b>24 hours (200 km included, not for i3s)</b>	
MINI 3-Door/5-Door, BMW 1-Series	39990 HUF
MINI Convertible, BMW Active Tourer, BMW X1, BMW X2	49990 HUF

<b>Insurance</b>	
Standard maximum deductible amount (including 27% VAT)	250000 HUF
Reduced maximum deductible amount (including 27% VAT)	50000 HUF
Excess reduction per trip (to 50.000 HUF)	300 HUF

<b>Recommend a Friend</b>	
Referred Person	4990 HUF registration + 25 min bonus minutes (valid for 30 days)
Referrer	30 bonus minutes (valid for 30 days)

<b>Registration</b>	
Standard signup fee	9990 HUF + 25 bonus minutes (valid for 30 days after registration)
Preregistration fee (04.11.2019-28.04.2019.)	Free
Signup fee during launch campaign phase	4990 HUF + 25 bonus minutes (valid 30 days after SOO)

<b>Service Fees and Contractual Penalties</b>	
<b>Service Fees:</b>	
Processing of traffic offenses	3000 HUF
Processing of NIP (Notice of intended prosecution)	3000 HUF
Processing of towing	5000 HUF
Car being towed	Invoice from towing company
Fuelling at a non-partner fuel station	3000 HUF
Special cleaning (e.g. due to heavy soiling or smoking in vehicle)	According to costs, min. 10000 HUF
Processing of damages and accidents	According to costs, min. 5000 HUF
Loss of or damage of any card in the car (i.e. fuel card)	15000 HUF
Service at location per hour	5000 HUF
Late Reminder Fees	First reminder 900 HUF Second reminder 2500 HUF
Lost property costs (blocking the car)	3500 HUF for 2 hours
Fee for retrieving lost items by DriveNow Team	6000 HUF
Returning vehicle with low fuel/battery level (under 15 km range)	15000 HUF
Ending rental on private ground and underground parking garages	20 000 HUF + parking ticket fee
<b>Contractual Penalties:</b>	
Special cases – criminal offenses	50000 HUF
Transfer usage of the DriveNow Customer Profile	50000 HUF
Unauthorised cross-border trips	50000 HUF
Culpable breach of contract of the fuel card/charging card or the charging cable	50000 HUF
Reparking of parked vehicles in contrary of DriveNow parking rules	min 10000 HUF + fees occurred
Loss, theft, or destruction of vehicle equipment (optional)	min 10000 HUF + fees occurred
End rental with windows down, roof top open, doors unlocked (optional)	50000 HUF
Removing wrong fuel (optional)	at cost
<b>Other Conditions</b>	
Amount of times customer can change the credit cards within 6 months	3 times
<b>Bonus minute validity</b>	
<b>Type of bonus minutes</b>	
friend referral	30 days
standard registration	30 days
compensation/goodwill	3 months
<b>Refuelling / other parameters</b>	
Bonus minutes for refuelling / recharging	20 bonus minutes valid for 3 months
Threshold for showing fuelling/recharging screen	<25%

**BLANKET CONTRACT**

entered into by and between **Wallis Autómegosztó Kft.** (registered address: 1055 Budapest, Honvéd u. 20., company registration number: 01-09-323961; tax number: 26320731-2-41) as the provider of the DriveNow service (hereinafter referred as “DriveNow”) as the service provider on the one hand, and

Name and surname:		
Place and date of birth:		
Mother’s birth surname and name:		
Nationality:		
Home address:		
Place of stay (if different):		
Mailing address (if different):		
Driving licence:	Number:	
	Date of issue:	
	Expiry date:	
ID card or passport:	Number:	
	Date of issue:	
	Expiry date:	
Address card number:		

as the user (hereinafter referred to as “User”) on the other hand (DriveNow and the User hereinafter collectively referred to as “Parties”, and each of them as “Party”).

1. By entering into this blanket contract (hereinafter referred to as “Blanket Contract”), the User acquires the right to use the services of the community car rental service operated by DriveNow (hereinafter referred to as “Service”) by creating individual rental contract(s) during the indefinite term hereof subject to the provisions of the DriveNow General Terms and Conditions (hereinafter referred to as “GTC”).
2. The conditions for using the Service are set out in the GTC and its annexes, in particular, the tariff list. The GTC and its annexes constitute an integral part of the Blanket Contract. The User declares that he has come to know, understood and accepted the GTC (including its annexes) before entering into the Blanket Contract and accepts to be bound thereby.
3. The User declares that, before making his contractual declaration regarding this Blanket Contract, he has received information under Government Decree 45/2014. (II. 26.), including information on the right to withdrawal/cancellation and the termination of an indefinite term contract. The User accepts the Blanket Contract with the same content as in the information and requests DriveNow to start providing the Service before the expiry of the time limit for the exercise of such right of withdrawal/cancellation.
4. The User declares to accept and expressly consents to processing his personal data.
5. The Parties shall not be bound by any usage that they have agreed on in prior business dealings and by any practice they have established between themselves, nor by a usage that would be considered generally applicable and widely known in the given sector by parties to similar contracts.
6. This Blanket Contract and the GTC and its annexes include all the conditions for the Services covered by the contract in full. Declarations, offers or commitments made during the contracting that are not included in this Blanket Contract shall not be a part of the contract.
7. As regards claims arising from the Blanket Contract, a notice sent to the other Party, which includes a payment demand and invites for performance, shall interrupt the limitation

period.

8. The Parties put on record that they have fully met their obligation to cooperate and provide information in accordance with the relevant legislation prior to and during the conclusion of the contract.

**Budapest,** \_\_\_\_\_

\_\_\_\_\_  
**User**

\_\_\_\_\_  
**Wallis Autómegosztó Kft.**

**Wallis Autómegosztó Kft.**

Registered address: 1055 Budapest, Honvéd u. 20.

Customer service office address: 1055 Budapest, Vajkay u. 1.

Web: [www.drivenow.hu](http://www.drivenow.hu)

E-mail: [kozpont@DriveNow.hu](mailto:kozpont@DriveNow.hu)

**DriveNow service**

**Rules of Promotion**

Date of issue: 11 April 2019

The general terms and conditions (hereinafter referred to as “GTC”) regulates the business relationship between Wallis Autómegosztó Kft. (registered address: 1055 Budapest, Honvéd u. 20., company registration number: 01-09-323961; tax number: 26320731-2-41; hereinafter referred to as “DriveNow”) and the persons (hereinafter referred to as “Users”) who wish to use the community car-sharing system offered by DriveNow under Act XLI of 2012 on passenger transport services (hereinafter referred to as “PTA”) (hereinafter referred to as “Service”). DriveNow provides benefits to its Users, who may be natural persons, legal persons or other entities without legal personality (hereinafter referred together to as “DriveNow User”) during the performance of the Service according to the present Rules.

1. General terms and conditions

1.1. Participants in the promotions and benefits: every DriveNow User who complies with provisions of the blanket contract under Section 3 of the GTC during the period of the promotion.

1.2. DriveNow Users automatically accept the provisions of the present Rules through their participation in any promotion that is governed by the present Rules.

1.3. The current Rules are available online on the [www.drivenow.hu](http://www.drivenow.hu) website and in printed form in the central Customer service office.

1.4. Promotions can be announced:

1.4.1. on the DriveNow website,

1.4.2. by sending electronic messages (e.g. promotional newsletters) directly to DriveNow Users who have previously consented thereto,

1.4.3. by electronic marketing and promotional messages sent to third parties by the contracted Business Partners of DriveNow,

1.4.4. by using other advertising platforms.

1.5. DriveNow is entitled to suspend, cancel or amend any promotion under the present Rules without prior notice or providing a cause. In this case, DriveNow shall inform the DriveNow Users in an announcement about the suspension, cancellation or amendment of the promotion, to be posted on its website.

2. Benefits and conditions of promotions

2.1. *Pre-registration*

2.1.1. Duration: 11 April 2019 - 28 April 2019

2.1.2. Description and conditions of the benefit: DriveNow makes registration in the DriveNow system free for 17 days after the announcement of the launch of the DriveNow business service („Pre-registration Period”).

2.1.3. The registration fee in the Pre-registration Period is 0 HUF.

## 2.2. *Discounted registration*

2.2.1. Duration: 29 April 2019 - 30 May 2019

2.2.2. Description and conditions of the benefit: DriveNow reduces the fee of registration in the DriveNow system for 31 days after the expiry of the Pre-registration Period („Discounted Registration Period”).

2.2.3. The registration fee in the Discounted Registration Period is 4,990 HUF.

## 2.3. *Bonus minutes received upon registration that can be used for paying the rent*

2.3.1. Duration: 11 April 2019 - 29 December 2019

2.3.2. Description and conditions of the benefit: Persons with an existing blanket contract receive 25 bonus minutes on their customer account upon registration. The bonus minutes can be used at the conclusion of the first or any subsequent individual contract (rental events). DriveNow automatically includes any unused bonus minutes in the fee for the rental event. The bonus minutes can be used within 30 calendar days after the credit entry. Unused bonus minutes cannot be renewed and will be cancelled from the DriveNow User's account after the expiry of 30 days.

2.3.3. Amount of the benefit: 25 bonus minutes.

## 2.4. *Benefits of the customers holding Supershop cards*

2.4.1. Duration: from 29 April 2019 until withdrawal

2.4.2. Types of benefits:

2.4.2.1. Name of the benefit: Point credit for Supershop customers

2.4.2.1.1. Description of the benefit: Customers holding Supershop cards can provide their Supershop plastic card number during the registration. Following successful registration and activation, 500 points will be credited on the DriveNow User's Supershop card. At the conclusion of the first individual rental contract, another 500 points will be credited on the DriveNow User's Supershop card. The Supershop benefit can only be used by customers who have permanent (plastic) Supershop cards. The Supershop benefit does not apply to the holders of provisional (paper) Supershop cards.

2.4.2.1.2. Amount of the benefit: Credit entry of 500 points after successful registration and credit entry of another 500 points at the conclusion of the first individual rental contract (rental event).

2.4.2.2. Name of the benefit: Discounted registration fee for Supershop customers.

2.4.2.2.1. Description of the benefit: After the expiry of the Pre-registration Period, DriveNow reduces the fee of registration in the DriveNow system for DriveNow Users holding permanent Supershop cards.

2.4.2.2.2. The discounted registration fee is 3,990 HUF.

## 2.5. *Bonus minutes for incentivising refuelling*

2.5.1. Duration: 29 April 2019 - 31 December 2019 / or until withdrawal

2.5.2. Description and conditions of the benefit: If a DriveNow User refuels the rented car according to the provisions of the GTC, he/she will receive 25 bonus minutes that can be used within 3 months after being credited. The bonus minutes will be used upon the conclusion of the individual contracts (rental events) made after the credit entry and DriveNow will automatically deduct any unused bonus minutes from the fee of the rental event. Any bonus

minutes that have not been used during such 3-month period cannot be renewed and will be cancelled from the DriveNow User's account after the expiry of 3 months.

2.5.3. Amount of the benefit: 20 bonus minutes.

2.6. *Discounted fees of the „Refer a Friend” programme in the Pre-registration Period*

2.6.1. Duration: 11 April 2019 - 28 April 2019

2.6.2. Description and conditions of the benefit:

2.6.2.1. If a DriveNow User refers new customers according to the provisions of the GTC, who successfully register in the DriveNow system, the „Referrer” and the „Referred ” may both receive bonus minutes as an incentive.

2.6.2.2. Benefit of the „Referrer”: the referrer will not receive any additional benefit.

2.6.2.3. Benefit of the „Referrer ”: 0 bonus minute.

2.6.2.4. Benefit of the „Referred” customer: The referred person receives discounted registration fee plus 25 bonus minutes on his/her DriveNow account, which can be used in 30 days.

2.6.2.5. Discounted registration fee of the „Referred” customer: 0 HUF.

2.6.2.6. Additional benefit of the „Referred” customer: 25 bonus minutes.

2.7. *Beneficial fees of the „Refer a Friend” programme after the Pre-registration Period*

2.7.1. Duration: 29 April 2019 - 31 December 2019 / or until withdrawal

2.7.2. Description and conditions of the benefit:

2.7.2.1. If a DriveNow User refers new customers in the manner defined in the GTC, who successfully register in the DriveNow system, the „Referrer” and the „Referred” person may both receive bonus minutes as an incentive. The bonus minutes credited on the referrer DriveNow User's account can be used within 30 days. Unused bonus minutes cannot be renewed and will be cancelled from the DriveNow User's account after the expiry of 30 days.

2.7.2.2. Benefit of the „Referrer”: 30 bonus minutes, after every recommended and **activated** new DriveNow User.

2.7.2.3. Benefit of the „Referred” customer: The referred person receives a discounted registration fee plus 25 bonus minutes on his / her DriveNow account, which can be used in 30 days.

2.7.2.4. Discounted registration fee of the „Referred” customer: 4,990 HUF

2.7.2.5. Additional benefit of the „Referred” customer: 25 bonus minutes.

2.8. *Benefit of the contribution reduction service*

2.8.1. Duration: 29 April 2019 - 31 December 2019

2.8.2. Description and conditions of the benefit: DriveNow Users are entitled to change the conditions of the Motor Liability Insurance in their favour according to the conditions of the GTC. By using the benefit of the Contribution reduction service, the DriveNow User reduces the liability for the damage to the vehicle involved in the accident from 250,000 HUF to 50,000 HUF.

2.8.3. Beneficial liability cap: max. 50,000 HUF.