

Wallis Autómegosztó Kft.

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DriveNow service General terms and conditions

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1. Subject, scope and amendment of the GTC

- 1.1. The present general terms and conditions (hereinafter referred to as “GTC”) regulate 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”).
- 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 (being Annex 2 of this GTC) and the individual rental contract(s) between the User and DriveNow (hereinafter jointly referred to as “Parties”, and each of them a “Party”) aimed at using the Service. Neither the blanket contract nor any individual rental contract may be concluded without the express acceptance of the GTC. By using the Service, including any function available in the DriveNow application (hereinafter referred to as “Application”) and on the www.drive-now.hu website (hereinafter referred to as “Website”) that can be used by entering the username and password, the User declares to have read, understood and accepted the provisions of the GTC and consented to the application thereof to the legal relationship(s) between the Parties.
- 1.3. The personal scope of the GTC covers DriveNow and all users entering into a blanket contract and individual rental contract(s) with it for the use of the Service. The customized functions of the Website or the Application, which are available on these interfaces by entering the username and password, shall not be used by any person who does not comply with these conditions. By accepting this GTC, the User represents and warrants to comply with these conditions.
- 1.4. The GTC shall apply to the blanket contract, which is created when the User registers with DriveNow. The GTC shall also apply to the driving licence check and the individual rental contracts to be concluded. The GTC shall not create

any entitlement to conclude individual rental contracts. In the event of any deviation between the GTC and the blanket contract, the provisions of the blanket contract shall prevail.

- 1.5. The GTC shall be in effect from the date of entry into force, as shown in the header, until withdrawn or amendment enters.
- 1.6. The provision of the Service shall be subject to the User accepting the provisions of the GTC and its Annexes including, in particular, the data protection policy and the tariff list. By accepting the GTC, the User consents to DriveNow processing certain of his personal data specified in the GTC and the Data Protection Policy in accordance with the provisions thereof. By accepting the GTC, the User acknowledges that he may no longer exercise his right of withdrawal or cancellation under Government Decree 45/2014. (IX. 26.) on the detailed rules of contracts between the consumers and undertakings after the performance of the service as a whole, so the User expressly consents to DriveNow providing the Service to him by creating the first individual rental contract.
- 1.7. DriveNow shall be entitled to amend the GTC for future business relationships in case a change in law, legal precedents or the financial situation or developments to the business model require such amendments. 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 one calendar day before the effective date of the amendment. By way of derogation, any amendment of the tariff list or the rules of promotion, each being an Annex of the GTC, shall be posted by DriveNow on the Website and made available in its Customer Service, as well as sent to the Users by e-mail at least one calendar day before the effective date of the new tariff list or rules of promotion. The new rules of promotion shall be considered communicated by its posting on the Website. Such information should also describe how 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. By publishing the amendment to the GTC, DriveNow draws the Users' attention to the possibility and form of cancellation and the consequences of not cancelling the blanket contract within the specified period of time.
- 1.8. The amendment to the GTC shall not affect individual rental contracts created at the time of its entry into force. The amendments of the GTC shall apply to the blanket contracts in force at the time of its entry into force and the contents of the amended provisions shall apply to the blanket contracts from the date the amendment of the GTC enters into force. DriveNow may deviate from the provisions in this Clause of the GTC only if and to the extent when and where an amendment to the GTC is required by legislation with a period of time shorter than defined above passing between its approval and the entry into force (Section 6:60 of the Civil Code).
- 1.9. DriveNow reserves the right to:
 - 1.9.1. change the method and circumstances of delivering the Service in compliance with the provisions of the GTC or to discontinue the Service;

- 1.9.2. if necessary, to withdraw a vehicle from the Service, even during the term of the individual rental contract set up for a specific vehicle (in this case, in collaboration with the User concerned);
- 1.9.3. change the size or the composition of the fleet at any time.
- 1.10. DriveNow shall be entitled to temporarily suspend the Service in order to carry out the necessary maintenance and upgrade works.
- 1.11. In the event of an amendment of DriveNow's data protection policy, DriveNow shall separately inform the Users by e-mail, advising them how they can accept the new conditions. The data protection notice shall be deemed accepted only with the User's express consent and, in this case, the User will be entitled to continue using the Service only following such express acceptance.
- 1.12. The User is responsible for checking his registered e-mail address in order to receive such information.
- 1.13. The chapters in this GTC and their titles are solely for guidance purposes and shall not affect the interpretation of the GTC, the blanket contract or any individual rental contract.

2. User

- 2.1. DriveNow shall regard Users as private individuals or legal persons or entities without legal personality. For the sake of ease, legal persons and entities without legal personality shall be hereinafter known as "business customers".
- 2.2. DriveNow shall only accept people as Users who are at least 21 years of age and are holding a driving licence required in Hungary to drive a motor vehicle (for example, a class B driving licence) and comply with all the conditions and provisos contained herein.

3. Conclusion of the blanket contract and general terms of use

- 3.1. Renting a vehicle shall be subject to the User entering into a blanket contract in the course of registration.
- 3.2. Users shall complete the registration online on the Website or in the Application. After entering the required details, the User must click on "Purchase and registration" or a similar button to conclude the blanket contract and complete the registration process. The User's DriveNow account (hereinafter referred to as "Account") is created upon the completion of the registration.
- 3.3. The User shall ensure that the residential or business address registered with DriveNow is his current registered address. Users shall also undertake to keep up-to-date all other details, such as e-mail address, mobile phone number, bank account details and restrictions relating to driving licence. DriveNow shall be entitled to disable the Account if it finds that this is not the case.
- 3.4. To prevent multiple registrations, only one Account can be linked to an e-mail address and a User may register only once in his own name. A User can have only one blanket contract at a time. Any multiple registrations shall be refused in the form of an error message or in writing either by e-mail or mail.

- 3.5. During the registration, the User shall provide the details of the debit/credit card linked to the bank account for paying the fees for the Service and any other amounts arising during the rental (e.g. fines, parking fees, etc.). A User may link only one debit/credit card to his Account. A User may change the debit/credit card linked to his Account up to three times over a period of six months.
- 3.6. Without prejudice to Clause 3.5 above, a User may link another (corporate) card to his Account for the business-purpose use of vehicles provided, that, the restrictions specified in Clause 3.5 apply to that card as well.
- 3.7. By entering into the blanket contract, the User obtains the right to use the Contract throughout the existence of the blanket contract (except in cases of suspension), subject to availability, by entering into individual rental contracts. A blanket contract that is not suspended entitles the User to enter into an individual rental contract subject to availability, meaning, that the User may not bring a claim against DriveNow for the conclusion of a contract or for damages for breach on account of the lack of available (free) vehicles.
- 3.8. The conclusion of the blanket contract itself shall not entitle to using the Service or using any vehicles, which require the creation of an individual rental contract.
- 3.9. The blanket contract is deemed to be a contract made in writing and DriveNow records the blanket contract in its system for the registration of contracts relating to the Service. DriveNow shall make the blanket contract available to the User at the User's request address to the Customer Service in writing by e-mail or by mail.
- 3.10. The language of the contract is Hungarian.
- 3.11. Pick-up and return of vehicles
 - 3.11.1. Users can pick up vehicles in the so-called business zones ("DriveNow zone") designated by DriveNow in the administrative area of Budapest. The current list of the business zones and their location on the map can be viewed on the Website.
 - 3.11.2. Vehicles may only be picked up in business zones.
 - 3.11.3. The User shall return the vehicle in any of the business zones after the rent ends. Only the return of the vehicle in a business zone in accordance with the provisions of the GTC shall be considered contractual.
 - 3.11.4. Within a business zone, DriveNow may designate special parking areas, within which it may define individual pick-up and return tariffs based on the tariff list in force from time to time. The rules on the use of the current special parking areas are available on the Website.
- 3.12. Condition of vehicles allowing intended use
 - 3.12.1. DriveNow is using best efforts to ensure that the vehicle made available to the Users is suitable for the intended use and comply in all respects with the mandatory requirements of the road traffic legislation in force from time to time. However, given that the Service is continuously available to pre-registered Users and is operated in a way controlled by a central system by applying an automated on-site renting process that ensures free use in the operating area and, therefore, the vehicles are not under constant

personal supervision, further, that DriveNow checks the vehicles according to a schedule, there may be cases where a User would rent a vehicle that has been damaged or become defective or unsuitable for the intended use during its earlier use. For this reason, the responsibility of ensuring the adequacy for the intended use of the vehicle rented based on the individual rental contract is divided between DriveNow and the User in a way that DriveNow provides for keeping the vehicles suitable for the intended use by means of operating the Service and inspecting the vehicles according to schedule, as well as running the DriveNow customer service (hereinafter referred to as “Customer Service”), while the User shall make sure before using the vehicle that it is suitable for its intended use, including that the copy of registration certificate of the vehicle, certified by DriveNow, is available in the designated locations in the vehicle.

3.12.2. If the vehicle is not suitable for its intended use, the User shall not use the vehicle.

3.13. Tariff list. Packages

3.13.1. In return for using the Service, Users shall pay fees as defined and in the amount specified in the tariff list.

3.13.2. DriveNow may apply packages adjusted to the different user needs, which are defined in the tariff list from time to time.

3.13.3. The rent may vary depending on the type of vehicle used.

3.13.4. The amount of the fees defined in the tariff list from time to time, which are determined in the Hungarian Forint and are gross amounts including the amount of the value added tax (VAT), and the method of fee calculation, are contained in the tariff list annexed to the GTC.

3.13.5. DriveNow may change any element of the tariff list of the Service at any time. The provisions on the amendment of the GTC shall duly apply to the amendment of the tariff list. A User who continues using the Service after the entry into force of the tariff change shall be considered to have accepted the new tariff list.

3.13.6. The currency of accounting, invoicing and payment shall be the Forint.

3.14. Data traffic costs. Tolls and parking fees

3.14.1. Downloading and using the Application may lead to data traffic, for which the service provider may charge a fee. The User shall be exclusively liable for bearing all the fee payment obligations based on the data traffic related to the download and use of the Application, as well as any and all other costs related thereto.

3.14.2. DriveNow ensures that each vehicle at all times has an annual e-vignette entitling the use of the roads being part of the motorway network in the administrative territory of Budapest and Pest County that can be used for a fee (motorway toll). If the vehicle is used outside the administrative territory of Budapest and Pest County, the toll shall be paid by the User.

3.14.3. The User shall also pay all the parking fees related to the parking of the vehicle outside the business zones during the rental, except where no parking fee is payable after the vehicle for any reason (e.g. Users are not

required to pay any parking fee for the parking of purely electric vehicles on public areas in the administrative area of Budapest).

- 3.14.4. If the User fails to comply with this obligation, he shall be liable to DriveNow for any damage and other adverse legal consequence arising from his failure to pay the toll (motorway toll) and/or parking fee.

4. DriveNow Account. Electronic vehicle key and personal PIN

- 4.1. Following the conclusion of the blanket contract, the User receives access to his DriveNow Account.
- 4.2. After the driving licence has been verified in accordance with Clause 5, DriveNow activates the DriveNow Account in order to use the Service. The Account should be used as an electronic car key and can be used together with the DriveNow customer card or the Application. DriveNow remains the owner of the electronic vehicle key.
- 4.3. The PIN code specified by the User during the registration functions as the DriveNow PIN, which the User can use to authenticate himself when renting a vehicle.
- 4.4. The User shall not transfer his DriveNow customer card (issued abroad), PIN code or the access data of this Account to any third party, especially on social platforms, and shall keep and protect them from unauthorized access by unauthorized third parties. The document containing the PIN shall not be kept in the immediate vicinity of the DriveNow customer card (issued abroad) or kept in the vehicle or recorded on the driving licence. The Customer Service will never ask the User for his DriveNow PIN or username and password.
- 4.5. DriveNow shall be notified immediately in case of any loss, damage or destruction of the DriveNow store card (issued abroad). The same applies in the event of any loss of the Account access data. Users can contact DriveNow e-mail at the Customer Service telephone number or the designated kozpont@drive-now.hu e-mail address.
- 4.6. The Account is non-transferable, and all rights related to the Account cease upon 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 DriveNow corporate accounts. To enable DriveNow business trips to be completed for their company, the employees of the company may link their own DriveNow Accounts to the corporate Account. A company may apply for one or more personalized administrator accounts to its corporate Account. This will provide employees of the company with an administrative account to manage the employees linked to the DriveNow corporate account.

5. Rules on driving licences

- 5.1. DriveNow will conduct a verification of the driving licence before a vehicle is rented for the first time and then at regular intervals, usually annually. In addition, DriveNow may verify the driving licence at any time.

- 5.2. Driving licences are usually verified online on the Website or in the Application; the verification is carried out by a service provider, if necessary. DriveNow is entitled to carry out the verification of the driving licence and identity of the User initiating the registration in the framework of personal identification before the approval of the User's registration.
- 5.3. The eligibility to drive, the identity and the home address or the place of stay may only be verified by means of an identity card, driving licence or passport and, if available, address card issued by the country of which the User is a citizen. DriveNow asks for a copy of the User's driving licence during the registration.
- 5.4. Where a service provider is engaged, DriveNow sends the User's personal data to such a service provider only for the purpose of verifying the driving licence. DriveNow receives the results of the verification only after the completion of the verification. Based on the notice of the service provider to that effect, DriveNow informs the User of any restrictions or lack of validity of the driving licence. The driving license can also be verified at any registration station published on the Website.
- 5.5. If DriveNow detects that the User's driving license has expired, it shall suspend the User's Account, simultaneously giving an e-mail notice thereof to the User, or may cancel the contract as laid down in the GTC. The suspension shall be lifted if the User presents a new valid driving licence to DriveNow.
- 5.6. The User agrees to notify DriveNow of any circumstances leading to any limitation of the driving licence, including any suspension or restriction, prohibition ordered by a court or a temporary seizure and confiscation of the driving licence. These circumstances shall result in the suspension or termination of the User's eligibility to drive. In these cases, the User may not rent a vehicle.
- 5.7. Users shall keep their driving licence in his possession throughout the duration of the individual rental contract.

6. Restrictions. Booking. Individual rental contract. Opening the vehicle

6.1. Restrictions

- 6.1.1. A vehicle may be rented only if the User is holding a valid driving licence.
- 6.1.2. A User may have only one individual rental contract in force at a time.
- 6.1.3. The longest duration of a rental vehicle is 24 hours in the case of booking an hourly package, respectively, 2 days in the case of booking a daily package.
- 6.1.4. A vehicle 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.
- 6.1.5. The User shall not be entitled to use multiple booked hourly or daily packages for the same vehicle without limitation or without a break. Therefore, a maximum of three consecutive hourly or two consecutive daily packages may be booked for the same vehicle.

6.2. Booking

- 6.2.1. Users are entitled to rent a vehicle either with or without prior booking. If a vehicle has been booked using the Application, it shall be held for the User for 15 minutes in the case of free booking or for a maximum of 8 hours in the case of booking with payment. In this case, the DriveNow shall not be entitled to rent the booked vehicle to another User.
- 6.2.2. A vehicle may be booked using the Application 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 to another User. To reserve a vehicle free of charge, the User must click on the “Reserve” or equivalent button. This offer to rent a vehicle may be accepted or refused by DriveNow by displaying a dialogue or sending a written declaration. A maximum of three consecutive reservations free of charge may be made without a vehicle being rented with payment. The User agrees to rent a vehicle with payment for the fourth booking. If the fourth booking is completed without the vehicle then being rented, the User’s Account will be disabled. DriveNow shall be entitled to re-enable the User Account once it has been clarified that the User Account has been misused. In the event of doubt, the User Account will remain disabled.
- 6.2.3. A vehicle may be booked with payment for more than 15 minutes using the Application. DriveNow shall charge a fee based on the tariff list in force at the time of the booking for this type of booking. To book a vehicle with payment, the User must click on the “Booking” or equivalent button. This offer to rent a vehicle may be accepted or refused by DriveNow by displaying a dialogue or sending a written declaration.
- 6.2.4. Use exceeding the booked duration shall be notified as an extension to the Customer Service in all cases before the expiry of the booked duration. In the case of collision with another booking, the Customer Service will make every effort to resolve the situation, however, the User shall pay a late fee as defined in the tariff list. If the User fails to notify exceeding the booked duration before the expiry of the booked duration, he shall pay an overrun fee as defined in the tariff list.
- 6.2.5. The User can cancel the reservation at any time in the Application or on the Website. In the case of bookings with payment, if the cancellation occurs after 15 minutes, the fee paid for the booking will not be refunded to the User. In the case of cancellation of the booking, the individual rental contract made for the booked vehicle shall automatically terminate at the time of the cancellation, and the booked vehicle will become available to the Users.

6.3. Individual rental contract

- 6.3.1. The subject of the individual rental contract is the use of the Service in the framework of a rental contract.
- 6.3.2. 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 Application or identify himself by using another authentication tool provided by DriveNow. After the identification, 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 Application, the "Start rental" button may be replaced by the last number of the PIN or the touch/face ID function. This offer to rent a vehicle may be accepted or refused by DriveNow by displaying a dialogue or sending a written declaration.

- 6.3.3. The vehicle can be opened by the User either by using his DriveNow customer card (issued abroad) or the Application.
- 6.3.4. The User shall start renting the vehicle within 10 minutes of opening the door (which is detected by the system) by clicking the "Start rental" button or entering the PIN code or using the touch/face ID function. If the User fails to comply with this obligation, DriveNow shall be entitled to charge rent for the period beyond 10 minutes.
- 6.3.5. The individual lease contract is created by entering the PIN code or using the touch/face ID function and shall last as long as the User locks the vehicle by using his DriveNow customer card (issued abroad) or the Application at the end of the rental. The User shall pay the rent for renting the vehicle and any other fees related to the use of the vehicle for the period between these two points in time.
- 6.3.6. In the case of any problem encountered during the process, DriveNow will use the personal data provided by the User to contact the User by telephone, e-mail or push message to determine the cause of the problem and give further instructions.

7. Use of the vehicle

- 7.1. The User shall ensure that he is able to drive the vehicle throughout the duration of the rental.
- 7.2. The User shall 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 in bad faith or by gross negligence and requires the consent of DriveNow. Exceptional circumstances include, in particular, when the User is unable to drive due to an impairment of his health. In these circumstances, the User undertakes to check the third party before allowing him to drive the vehicle and shall, in particular, ensure that the third party satisfies the requirements set out in Clause 2.2 regarding the lowest age and the driving licence.
- 7.3. The User shall check the vehicle before starting the rental for defects and damage that are not listed in the damage menu being a part of the login process. The User shall report to the Customer Service any defects and damage visible to him that are not listed (= new damage) to the Customer Service. The Customer Service decides 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 properly. 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 damage already entered in the damage menu). Before starting a journey, the User shall also ensure that the vehicle is roadworthy, particularly, by making a visual

inspection of the tyres. DriveNow shall be entitled to charge a penalty if the User does not perform the mandatory inspections prior to the journey or starts the journey without DriveNow's approval despite obviously visible damages being on the vehicle.

The rules on risk bearing and liability for damages set out in this Clause shall not apply if the rented vehicle is not suitable for the intended use due to any hidden defect or damage that a person holding a driving licence may not be generally expected to recognize.

- 7.4. Users are obliged to comply with road traffic regulations ("KRESZ") and handle and use the vehicle with care and attention taking account of the electronic manual available in the menu system of the vehicle, the user guide, the vehicle documents and the manufacturer's requirements.
- 7.5. Users shall not use the vehicles for the following purposes:
 - a) For motorsport purposes, particularly, for events which involve exceeding the maximum permitted speed,
 - b) For vehicle tests, driver training and driver safety training and for driving on non-paved roads,
 - c) For the commercial carriage of people and other commercial passenger transport purposes,
 - d) For sub-rental or for the User's publicity purposes,
 - e) To commit any criminal act, even if it is only punishable with a fine at the location of the crime,
 - f) To transport highly inflammable, toxic or other hazardous substances,
 - g) To transport items that may adversely affect driving safety or damage the interior or exterior of the vehicle due to their form, size or weight,
 - h) To tow trailers, vehicles or other items,
 - i) To transport animals unless they are in a closed cage that is safely stowed in the boot or a suitable animal blanket is used.
- 7.6. Users shall also not:
 - a) Use the vehicle to travel outside of Hungary,
 - b) Drive the vehicle under the influence of alcohol (blood alcohol limit of 0‰), drugs or medication that could adversely affect one's ability to drive,
 - c) Transport children under less than 150 cm in height on the front seat, or less than 135 cm in height on the rear seat, unless suitable, age-approved restraints (baby seat, child seat or booster cushion) are used for the child. Users shall comply with the manufacturer's instructions on how to install and remove the child restraint, as well as the prevailing Road Traffic Regulations concerning the transport of children;
 - d) Soil the vehicle or leave refuse of any kind in the vehicle,
 - e) Smoke in the vehicle or allow passengers to smoke in it,

- f) Remove any vehicle accessories from the vehicle unless it involves the intended use of the fuel and/or other cards as described in this GTC or the emergency equipment (safety vest, first aid box, etc.);
 - g) Overload the vehicle or transport more people in the vehicle than there are seats with seat belts in it,
 - h) Carry out any repair or conversion work on the vehicle or install any parts on the vehicle or remove installed parts, or engage third parties to do such work, remove any stickers possible placed on the vehicle,
 - i) Disable the passenger airbag unless this is necessary to protect children or infants who are being transported using a booster cushion (baby carrier) in order to comply with the safety instructions for using the safety seat. The passenger airbag shall be re-enabled at the end of the usage period. Booster seats can only be used on the back seats.
- 7.7. Users shall immediately inform the Customer Service of any injury occurred during use. In the case of a vehicle breakdown that prevents further journey, the User shall stop the vehicle, if at all possible, so that it disturbs the uninterrupted flow of traffic as little as possible. If the User needs to leave the vehicle unattended for any reason, the User shall ensure that the is safely parked and pay the costs incurred. If the failure of the vehicle is not attributable to the User DriveNow will refund the costs incurred in this respect.
- 7.8. DriveNow reserves the right to contact the User any time during the term of the individual rental contract and invite him to report information on the exact location and condition of the vehicle. The User is obliged to comply with that request and, where appropriate, tolerate inspection of the vehicle by the DriveNow staff. The inspection may not cover personal items placed in the vehicle by the User in accordance with the provisions of the GTC and the individual rental contract.
- 7.9. If an error message is displayed on the dashboard of the rented vehicle during the term of the individual rental contract, the User shall immediately notify DriveNow thereof and, acting under the instructions given by DriveNow, terminate the individual rental contract by properly locking the vehicle, if necessary, and, except in the case of personal injury requiring immediate medical care, wait for the DriveNow staff at the vehicle on the site (unless agreed otherwise).
- 7.10. The fuel, bonus, partner and parking cards available in the vehicle during the term of the rental should be used only for the intended purpose, for example, to refuel the vehicle.

8. Duties in the event of accidents, damage, theft, destruction and other loss of the vehicle

- 8.1. The Customer Service shall be notified by telephone without delay of any accidents, damage, theft, destruction and other problems, including the loss of the vehicle. In the event of an accident, the User shall notify
- a) the ambulance, the police and the Customer Service in the case of personal injury;

- b) the police and the Customer Service if there is no injury, but another vehicle is also involved in the accident;
 - c) the Customer Service if no other party is involved or injured in the accident.
- 8.2. The User undertakes to take all reasonable actions in order to reduce the damage and secure evidence, if necessary. After an accident, theft, fire or damage caused by game or other types of damage, the User shall notify and consult the police without delay or report to the nearest police station unless the police refuse to record the accident. In the latter case, the User shall notify DriveNow without delay by telephone and coordinate how to proceed. Any instructions of DriveNow must be followed. The above applies regardless of whether the accident was caused by the User or a third party or the level of the damage.
- 8.3. The User shall take all the action that may be useful or helpful in clarifying the events that have led to the damage. This shall include, in particular, answering the questions of DriveNow relating to the circumstances of the events that have 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 DriveNow being given an opportunity to make these findings.
- 8.4. In the case, the User may continue using the vehicle only with the express permission of DriveNow. The obligation to provide information to the police and DriveNow applies also in the case of the theft of the vehicle or a part. The User shall provide the necessary information to the authorities, courts and DriveNow, as well as the insurer. In all cases where the User is uncertain as to what needs to be done, he should request information from the Customer Service.
- 8.5. If the vehicle is no longer roadworthy due to an accident caused by the User, the User shall pay all expenses incurred in relation to the return transport of the vehicle.
- 8.6. In case of an accident, the individual rental contract will not normally terminate until the vehicle is returned in the manner described in Clause 9 below and the charges for its use are invoiced accordingly. If the vehicle is no longer roadworthy due to the accident, the individual rental contract may be terminated, by agreement with DriveNow, when the vehicle is handed over to the towing company.
- 8.7. The User undertakes to send DriveNow a written accident report without delay, but at the latest within three calendar days, which in particular contains the police reference number of the recording police force, a detailed description of the accident, the location and time and date of the accident and any witnesses and the driver of the DriveNow vehicle with their full names and addresses. All instructions issued by the Customer Service must be obeyed.
- 8.8. The User shall not issue any acknowledgement of liability or waive any claim in advance (jeopardising insurance cover), except with the prior written consent of the Customer Service. In the case of an accident involving the vehicle rented by the User, an acknowledgement of liability shall bind only the User personally, but not DriveNow.

- 8.9. At the request of DriveNow, the User shall complete the claim form sent to him by DriveNow in full and sign and return it to DriveNow within 3 calendar days. DriveNow reserves all rights regarding claims arising due to the failure or the delay of the submission of the claim form.
- 8.10. DriveNow shall be exclusively entitled to select the repair workshop. If, for a reason attributable to the User, the vehicle cannot continue its way (e.g. wheel clamp, battery is down), the User shall pay DriveNow the costs in the tariff list incurred in relation to the travel to the site and, if a delay occurs in this connection, any extra fees arising in that respect.

9. Termination of the individual rental contract and return of the vehicle

- 9.1. The individual rental contract terminates when the User properly locks the rented vehicle by using his DriveNow customer card (issued abroad) or the Application.
- 9.2. To terminate the individual rental contract, the User must hold his DriveNow customer card (issued abroad) against the reading unit on the windscreen until the lamp on the unit changes from red to green.
- 9.3. The individual rental contract can be terminated in the Application as well.
- 9.4. The individual rental contract can also be terminated by using the “Customer Handshake” function, which transfers the vehicle to a subsequent User.
- 9.5. The individual rental contract terminates at the time a notice is communicated. The User shall properly lock the vehicle within a reasonable time after the communication of the notice. Otherwise the rules on exceeding the maximum duration of the individual rental contract apply, taking into account the time of the communication of the notice into account.
- 9.6. After the termination of the individual rental contract, the vehicle again becomes freely available to any User.
- 9.7. The individual rental contract must be terminated in one of the approved business zones.
- 9.8. The individual rental contract can also be terminated outside a business zone with the express permission of DriveNow. In this case, additional costs may occur based on the tariff list in force at the time of the rental.
- 9.9. The User may only park the vehicle in areas with daily or timed parking restrictions (for example, no-stopping area with additional sign such as “from 7 a.m. to 5 p.m.” or “from 6 a.m. to 12 noon on Monday”) if the restriction does not come into force until 48 hours after the vehicle has been parked. This shall also apply to traffic bans that have already been ordered but have not yet come into force, for example, temporary parking bans due to events or relocations.
- 9.10. If the termination of the individual rental contract fails, for example, because a mobile phone connection cannot be established, the User shall re-park the vehicle and make another attempt to terminate the contract. If the termination of the individual rental contract fails again, even after re-parking, the User shall call the Customer Service and terminate the rental contract by telephone.

- 9.11. When the individual 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 onboard computer. Any violation of this obligation constitutes a material breach or if the User locks the vehicle with a remaining range below 15 kilometres, the User shall pay DriveNow, in addition to any fine and administrative fee due to improper parking, any additional cost related to towing for refuelling and any possible repair costs, as well as a penalty of 10,000 HUF.
- 9.12. The User shall secure the vehicle adequately during the parking to prevent its theft. The windows, the sunroof, the soft roof and the doors shall be locked and the lights shall be switched off.
- 9.13. The vehicle shall 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 the rental. DriveNow reserves the right to report any other use of these cards or accessories to the relevant criminal prosecution authorities. No equipment or accessory (for example, vehicle folder, warning triangle or child booster cushions) may be removed from the vehicle.
- 9.14. After locking the vehicle, the User shall make at least two photos suitable for proving the condition of the vehicle and its suitability for the intended use in proof of that it has been used in accordance with the provisions of the GTC and, in particular, that it is free from any damage, which show the vehicle accordingly.
- 9.15. If the User fails to properly lock the vehicle, the individual rental contract will not terminate until the expiry of the maximum rental duration at the latest, and the User shall pay the rent until the vehicle is properly locked and bear the risk and the liability for damages according to the GTC until all the conditions of properly locking the vehicle have been fulfilled.
- 9.16. If the User does not wish to end the Service, but only suspend it (put on hold), he can lock the vehicle after proper parking by using the Application and suspend the journey. The User shall pay a waiting fee for the duration of the suspension of the journey. If the suspension was made via the Application, the waiting fee shall apply from the start to the end of the suspension.

10. Certain breaches of the Users

- 10.1. If the User's incorrect use of the vehicle or access to technique results in a technician being required, DriveNow will charge the User the costs set out in the tariff list in force at the time of the rental.
- 10.2. In case the vehicle is used for a crime, the User shall pay a contractual penalty as set out in the tariff list in force at the time of the rental.
- 10.3. DriveNow ensures the cleanliness of the vehicles according to a schedule. Users shall keep the rented vehicle clean and remove all trash and dirt from it prior to the termination of the rental. If refuse of any kind is left in the vehicle, the User shall pay the cleaning costs set out in the tariff list in force at the time of the rental.
- 10.4. If the user breaches the prohibition on passing on the rented vehicle or the disclosure of data to third parties, the User shall pay a contractual penalty as set out in the tariff list in force at the time of the rental.

- 10.5. 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 be entitled to lump sum cost from the User for each case as set out in the tariff list in force at the time of the rental.
- 10.6. If the vehicle has to be re-parked by DriveNow as a result of a culpable breach of any of the duties set out in Clause 7, or a towing service has to be engaged, DriveNow may demand the lump sum cost specified in the tariff list in force at the time of the rental from the User. The User shall indemnify DriveNow from any and all charges and other costs, including, in particular, any towing costs. Any lump sum costs already paid shall be set off against the other costs incurred.
- 10.7. The User shall pay a contractual penalty of 15,000 HUF for each case of use of the cards described in Clause 7.10, such as the fuel card, in culpable breach of contract. DriveNow may claim compensation for damages exceeding the penalty if able to provide appropriate evidence. The penalty shall be included in the amount of the damages.
- 10.8. If a fuel card or parking card needs to be replaced due to the User's conduct, the User shall be liable for the cost thereof at the rate set out in the tariff list in force at the time of the rental.
- 10.9. An administrative offence (speeding, irregular parking, irregular waiting, public road offence or other offence) is considered a breach in every case. In such a case, DriveNow, as the operator, will in every case identify, exercising its right arising from the law, the User who, based on its records, was renting the vehicle at the time/duration affected by the offence and committed (could commit) the offence in its response to the request of the authority. In such cases, DriveNow transfers the following personal data of the User at the request of the acting authority: name, place and date of birth; home address; number of rental event, duration of rental event. Where DriveNow has previously paid the fine imposed due to the administrative offence to the acting authority, it will enforce its relevant claim for refund against the User and issue a payment notice (receipt) regarding the refund of the fine paid to the User, which contains the amount of the fine and any other service and offence tariffs actually incurred by DriveNow and defined in the tariff list.

11. Liability of Users. Insurance coverage

- 11.1. Users shall be liable for all damages caused to the vehicle, including depreciation, administrative and transport costs, as well as all the damage components defined in the relevant provisions of the Civil Code, such as Section 6:522, subject to the following restrictions:
 - a) Users shall not be liable for damages in respect of minor surface or structural injuries or defects of the vehicles or their accessories compatible with the intended use, which were known by the DriveNow when the individual rental contract is created;
 - b) DriveNow will not claim damages from the Users in connection with such incidents that are actually covered by the third-party liability insurance under paragraph 10 of Section 3 of Act LXII of 2009 of the

operator entered in the registration certificate of the other vehicle that caused the incident on condition that the User has used the vehicle as intended and reported the damage immediately, except for damage to the wheels, tires, running gear, chassis, external mirrors or the antenna.

- c) In the case of damage caused by the User through his own fault, the User shall for each individual damage event pay a contribution corresponding to the amount of the individual damage occurred, but not exceeding 250,000 HUF per individual damage event. In order to reduce the amount of the contribution, DriveNow will offer to the User the contribution reduction services during the conclusion of each individual rental contract, whose rate is set out in the tariff list in force from time to time. By using the contribution reduction service, Users can reduce the amount of the contribution to 50,000 HUF.
 - d) If the damage was caused by the User wilfully or by failing to use the vehicle as intended or violate the personal conditions for drivers described in law on public traffic (1/1975), the User shall bear full liability for the total amount of the damage, regardless of the provisions in paragraph c) or the own risk service purchased. Exemption of the Insurance Company's liability is set out in the Appendix 4.
 - e) The damage caused in the vehicle will be accounted for based on the damage catalogue posted on the Website. For any damage not included therein, the official damage assessment of BMW, respectively, Mini shall apply.
 - f) Without prejudice to paragraph c) above, DriveNow is entitled, but not obliged, to make out an all-risk (casco) vehicle motor insurance for the vehicles with own risk of its choice. If DriveNow has an all-risk (casco) insurance for the vehicle involved in the accident, it may settle the damage based on the all-risk (casco) insurance. In this case, the User shall refund DriveNow the cost (own risk and other costs) actually incurred by DriveNow.
- 11.2. The User may prove that the damage was caused by a circumstance beyond its control that was unforeseeable at the time the individual rental contract was created, which he could not be expected to avoid.
- 11.3. All DriveNow vehicles are covered by a third-party motor liability insurance policy with the sums insured as required by the law. Users can learn more about the detailed conditions of the motor liability insurance made out for the vehicles from the extract posted on the Website or, if necessary, with the assistance of the Customer Service.
- 11.4. In case damage occurs, the User shall in all cases ask for on-site action by the police and submit to DriveNow without delay the minutes of such action, the resolutions made during the proceeding and the European format accident report form, fully and properly completed and signed by the parties involved in the incident. The accident report form shall in all cases include a statement admitting liability of the party causing the damage. In case of violation of these obligations, the User shall pay the full damage due to the violation that is not compensated from other sources.

- 11.5. DriveNow shall be exclusively entitled to any compensation payable by the person that caused the damage during the term of the individual rental contract. If the third party that caused the damage pays the amount of the damages to or in favour of the User, the User shall pass it on to DriveNow in full. Any fees incurred in relation to the transfer of the obligation to pay damages shall be borne solely by the User. Up to the extent actually covered by the damages paid to DriveNow by the third party that caused the damage, DriveNow will not make a claim for damages against the User, however, it shall still be entitled to make a claim for damages exceeding it, if any, against the User according to the GTC, the blanket contract and the individual rental contract. Over and above paying all damages caused to the vehicle, as calculated by taking account of the restrictions above, the User shall also pay an amount to DriveNow under the title of administrative fee at the rate defined in the tariff list.
- 11.6. Compensation paid under the all-risk (casco) insurance does not cover injuries of vehicles that are not considered as damage caused by accident (operational damage), but caused by the improper handling and/or use of the vehicle (misuse), such as transmission error, ignoring the warning lights, filling improper fuel or failing to anchor the cargo.
- 11.7. In all other respects, the liability of the User for damages is governed by the provisions of the Civil Code on the compensation of damages caused by breach of contract (principle of total compensation).
- 11.8. If the incident is reported to DriveNow by the next User before the start of his rental, the previous User shall be liable for the damage unless he is able to prove that the damage occurred outside of the rental period.
- 11.9. The User shall be liable in full for all breaches of the law that he commits, in particular, for breaches of the traffic and misdemeanour regulations during the period of the rental and relating to parking the vehicle. The User shall be liable for the damage caused to the person or property of the user, the vehicle or any third party or the property thereof in relation to the violation of the road traffic rules by the User. Such liability of the User is governed by the provisions of Sections 6:535 to 6:539 of the Civil Code on highly hazardous operations, in view of the fact that the User is engaged in a highly hazardous activity while using the vehicle in road traffic. While using the vehicle rented in the framework of the Service, only the User is considered as the operator under Section 6:536 of the Civil Code.
- 11.10. The User shall pay any speeding and other traffic offence fines and on-site fines imposed due to the violation of the road traffic regulations by the User and bear all the legal consequences arising from his failure to pay any fine. DriveNow will charge all the fines to the User that the registered operator of the vehicle is obliged to pay on account of any violation committed by the User. Any fine so imposed on the User shall be due for payment to DriveNow when the fine becomes final. If the User fails to comply with these payment obligations, he shall be liable to DriveNow for any adverse legal consequences of his failure to pay the fine (including any adjacent costs to the fine) as well.
- 11.11. Where possible (e.g. in the case of a fine imposed for speeding on the basis of strict liability), DriveNow will transfer the data allowing the identification of

the User to the competent authority at its request to enable the authority to impose the fines directly against the User.

- 11.12. The User agrees to indemnify DriveNow against all traffic and on-site fines, fees, towing costs and other costs, which may be imposed against DriveNow by the authorities or other bodies on account of these violations. DriveNow may send the User's personal and contact details to these bodies for the processing and sending of official notifications or letters.
- 11.13. DriveNow is entitled to waive enforcing a claim for damages against its insurer without reducing the degree of liability of the User.

12. DriveNow's liability. Items found in the vehicle

- 12.1. DriveNow shall only be liable to the User (apart from in cases of the breach of material obligations) in cases of wilfulness and gross negligence. The following rules and restrictions apply in respect of such liability.
- 12.2. DriveNow shall only be liable for any damage arising from the grossly negligent conduct (omission) of it or its representatives or staff if the occurrence of the damage was foreseeable at the time of the conduct (omission) and the conduct breaches a material obligation arising from the legal relationship between the User and DriveNow. Material obligations shall be obligations that are essential for DriveNow to provide, respectively the User to use the Service.
- 12.3. DriveNow does not accept any liability for initial defects affecting the vehicle.
- 12.4. DriveNow shall be liable for any technical disruption arising in relation to the Application or the Website (including, but not limited to, the loss of the Internet or GPS network), or the incorrectness, lack or temporary unavailability of information in the Application or on the Website (including the periodic inaccessibility of the positioning sign or the interruption of the data traffic ensuring the functioning of the system), or any damage caused by the User's use, or the manipulation by third parties, of the Application or the Website or the erasure of any content or part of the Application or the Website only in case the occurrence of the damage is a result of the intentional conduct of DriveNow or its staff.
- 12.5. DriveNow may not be obliged to pay damages occurring as a result of circumstances beyond its control, nor to bear or pay damages the occurrence of which was not foreseeable at the time of the conclusion of the blanker contract or the individual rental contract including, in particular, damages caused by circumstances that cannot be prevented by human force (force majeure).
- 12.6. DriveNow's liability for damages shall not extend to lost profit or consequential damages arising as a result of the incident.
- 12.7. DriveNow shall not be liable for damages resulting from a breach of the provisions of the GTC by the User including, in particular, from any improper use of the Service, the provision of any false or incomplete data or any other damages caused by the conduct or the intervention of the User.
- 12.8. The limitations of liability set out above shall not apply to liability for any conduct damaging life, physical integrity or health.

12.9. DriveNow assumes no responsibility for any items kept or left in the vehicle either during or after the termination of the individual rental contract. This shall not apply in cases of bad faith or gross negligence on the part of DriveNow, its representatives or agents. DriveNow will store 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 competent clerk, who will proceed in accordance with Sections 5:56 and 5:58 of the Civil Code. If items found are returned, the User shall 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 holding a written authorisation from the owner.

13. Invoicing. Payment. Security deposit. Bonus minutes

13.1. DriveNow charges rent to the Users for the use of the vehicle on the basis of the tariff list in force at the time of rental. The current tariff list is available on the Website. DriveNow may change the tariff list at any time with respect to future rentals.

13.2. The rent, which includes the statutory value-added tax, is payable at the end of the rental period according to the contract. For any other services provided by DriveNow, the payment is due upon the conclusion of the contract.

13.3. In all cases, DriveNow issues an electronic invoice about its performance and sends it by electronic mail to the User's e-mail address provided during the registration within 48 hours after the performance, and makes the invoice available in electronic format through the User's Account. By accepting the GTC during the registration Users expressly consent to DriveNow issuing electronic invoices to them. The electronic invoices issued shall comply with the relevant Hungarian legislation (in particular, Section 175 of Act CXXVII of 2007 on value-added tax).

13.4. Users can download the invoices issued to them directly from their Account but those invoices may not be considered as authentic invoice copies. Only the invoice originally sent by e-mail has the qualified electronic signature and the qualified time stamp issued by a qualified issuer. Therefore only this invoice shall entitle the User to the accounting and taxation settlement of the invoice. Any further (business) settlement of these invoices shall be at the User's exclusive responsibility.

13.5. Payment can be made by debit/credit card and/or by setting off against the User's bonus minutes or vouchers.

13.6. The payment details provided by the User during registration shall be used for the performance of all payment obligations (e.g. registration fee, charges related to violations of traffic rules, failure to pay tolls, penalty, etc.).

13.7. Payment by bank card

13.7.1. Users can pay with and register any Visa, MasterCard or Diners Club debit/credit card issued by any bank. The User and the holder of the Account or the debit/credit card shall consent to this.

13.7.2. DriveNow may request the User at any time to prove with adequate documents allowing identification as to the holder of the debit/credit card and that the User has the appropriate consent/authorisation. DriveNow is

entitled to carry out the verification of the debit/credit card data in the framework of personal identification before the approval of the User's registration.

13.7.3. DriveNow disclaims liability for the User providing debit/credit card data issued to another person. All responsibility in this respect shall be borne solely by the User.

13.7.4. As the rental event terminates, DriveNow notifies the user about the final amount of the rental and attempts to block the necessary amounts. This attempt automatically occurs several times in a row until successful completion, this process let the User time to put the needed amount on his account. If there is still not enough amount available to cover the final invoice at the time of billing, User can settle the due amount only by wire transfer. In these cases Users' account remain blocked until the due amount has been received by DriveNow.

13.8. Bonus minutes

13.8.1. DriveNow may define and grant bonus minutes to the User. Bonus minutes may be defined either generally or individually.

13.8.2. DriveNow may revoke bonus minutes already established for the benefit of the User, especially, when

- a) the User's invoice is not paid when due;
- b) the User fails to comply with any information obligations contained in the present GTC;
- c) it is expected that the User will incur greater payment obligations by reason of an accident or other incidents.

13.8.3. Users can either purchase bonus minutes or acquire them as a result of a promotion. Special terms and conditions in addition to this GTC shall apply to promotions. Bonus minutes may be acquired, for example, by purchasing savings or prepaid packages or a gift voucher, which the User has purchased himself or received from a third party. Special terms and conditions in addition to this GTC shall apply to vouchers and savings or prepaid packages. Bonus minutes are generally credited within four days. The balance of bonus minutes is set off against payment obligations before the selected payment method is debited. The balance of bonus minutes can be seen at any time online in the Account. The bonus minutes shall expire automatically when the blanket contract terminates unless the blanket contract is terminated by DriveNow at no fault of the User.

13.9. Security deposit

13.9.1. Users consent to DriveNow blocking an amount defined in the current tariff list as security deposit on the bank account linked to the debit/credit card provided by the User already by starting the booking (amount of pre-authorization security deposit).

13.9.2. The security deposit serves as coverage for damages caused to DriveNow during the term of the individual rental contract that is not covered otherwise and as security for fines and penalties payable for violations and offences committed by using the vehicle during the term of the individual rental contract.

- 13.9.3. Users acknowledge that DriveNow shall be entitled to withhold the total amount of the security deposit until its claim is paid or to use it for paying the damage claim.
- 13.9.4. DriveNow automatically releases the deposit at the exact time of the billing. The release order is sent automatically to the card issuer bank, the actual date of the release could vary depending the bank own terms and conditions.
- 13.9.5. If Parties will not enter into rental contract because User or DriveNow cancel the reservation the blocked deposit will be paid back in 24 hours.
- 13.9.6. DriveNow shall not be obliged to keep this security deposit separate from the User's other (financial) assets. No interest shall be payable on the security deposit.
- 13.10. Business customers can make payments by bank transfer or debit/credit card.
- 13.11. Users shall be solely responsible for paying any use or other fees, as well as any public dues, charged in relation to debiting the debit/credit card, payments made by using debit/credit cards or transfers.

14. Refuelling. Fuel card

- 14.1. The fuel card must be used for refuelling at the partner filling stations, wherever possible. Refuelling at non-partner stations shall only be permitted after consultation with and with the express consent of DriveNow.
- 14.2. User shall not use the fuel card to refuel vehicles other than the DriveNow vehicle to which the fuel card is assigned. The vehicles must not be refuelled with premium fuels, for example, OMV MaxxMotion.
- 14.3. Users may refuel vehicles operated by petrol/diesel with the type of fuel complying with the vehicle at their own cost. Users may not set off the fuel cost paid by them against the rent or account for it with DriveNow.
- 14.4. If it is found that the User did not fill in the vehicle the fuel specified for the given vehicle, the User shall pay any resulting damage to DriveNow.

15. Duration of the blanket contract. Termination. Suspension

- 15.1. The blanket contract is for an indefinite period of time and may be terminated by both parties at any time by giving 14 days' ordinary notice in writing to the end of the current calendar month. The notice shall be delivered to the other party by e-mail or in writing by registered mail with return receipt. DriveNow cancels the User's DriveNow Account on the day the blanket contract terminates. The blanket contract terminates when the DriveNow Account is cancelled.
- 15.2. The right of the contracting parties to terminate the blanket contract with immediate effect for a material reason, in particular, for serious breaches of contract, shall not be affected.
- 15.3. Material reasons include, by are not limited, to the following cases:
- a) If the User allows unauthorised third parties to drive the vehicle;
 - b) If the User fails to comply with the regulations of the KRESZ;

- c) If the User is in default with payments;
- d) If bankruptcy, liquidation or enforcement proceedings are opened against the User, or the User is otherwise insolvent;
- e) If the User releases a vehicle that is seriously soiled for further rental;
- f) If the User uses the vehicle incorrectly or illegally;
- g) If the continuation of the blanket contract is unreasonable, for example, due to an unusual frequency of claims (cf. Clause 6.1.5 of the GTC);
- h) If the User wilfully damages the vehicle;
- i) If the User culpably conceals or attempts to conceal any damage to the vehicle;
- j) If the User uses the vehicle to deliberately commit a crime;
- k) If the User provides incorrect information for the blanket contract or has concealed facts;
- l) If the User has driven the vehicle under the influence of alcohol or drugs;
- m) If the User abuses the “Refer a Friend” code;
- n) If the User misuses his Account or transfers his mobile phone with the Application installed to any third party for renting a vehicle;
- o) If the User is logged into an Account simultaneously from more than three devices and does not react correctly to the actions/instructions of DriveNow since, in this case, it is assumed that the Account is being misused.

15.4. Reasons shall be given in the notice of immediate termination.

15.5. The notice of termination may be given in text form (e.g. by e-mail) or in writing.

15.6. DriveNow may ban the use of a vehicle if it suspects there is a material reason for termination in the sense of Clause 15.3 until the facts of the matter have been investigated.

15.7. The electronic car key will be suspended at the termination of the blanket contract.

15.8. In the event that the User is suspended, he shall be notified thereof 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.

15.9. Upon the termination of the blanket contract for any reason, all individual rental contracts concluded on the basis thereof shall also terminate.

16. Blacklist

16.1. If a User is in a material breach, DriveNow shall be entitled to blacklist the User in breach simultaneously with the cancellation of the blanket contract.

16.2. A blacklisted form User may not conclude a blanket contract or an individual rental contract.

- 16.3. The duration of blacklisting depends on DriveNow's decision. The consequences of blacklisting apply until lifted or for the period defined in the context of cancellation. DriveNow shall notify the former User of lifting the blacklisting before the expiry of the duration defined when the cancellation is communicated.
- 16.4. A blacklisted former User may request at any time to be removed from the blacklist in accordance with the rules on written notices. DriveNow will notify the applicant of its decision regarding the request within one month. DriveNow is not obliged to give reasons for its decision.
- 16.5. DriveNow will not be obliged to examine the merits of an application submitted within three months of the date of blacklisting or the last application for removal from the blacklist.

17. Data processing

- 17.1. To conclude 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, home address, e-mail address, bank details and mobile phone number, as well as contract data, such as the place of departure and arrival, the time of departure and arrival and the duration of use. Such processing is based on the performance of duties imposed and the authorisations conferred by the following legislation:
 - a) Paragraphs a), b) and c) of GDPR Article 6 (1);
 - b) Section 5 of Act I of 1988;
 - c) Sections 17/A to 17/C of Act CLV of 1997;
 - d) Section 34 of Act LXXXIV of 1999;
 - e) Section 13/A of Act CVIII of 2001;
 - f) Section 220 of Act II of 2012;
 - g) Act XLI of 2012.
- 17.2. DriveNow processes the contract data, in particular, the determination and display of the current location, by using the Google Maps API, which is essential for the functioning and full provision of all DriveNow Services. If DriveNow transfers contract data to Google, they are only transferred in an anonymised form. This data processing is based on paragraph b) of GDPR Article 6 (1).
- 17.3. DriveNow is entitled to process other personal data of the Users that can facilitate communication or the use the DriveNow services (e.g. identity card/passport number, etc.).
- 17.4. Users declare in the blanket contract to accept and expressly consent to processing their personal data.
- 17.5. The Users' data may be used for direct marketing, scientific, public opinion and market research purposes only if the User has expressly consented in advance.
- 17.6. To identify and rectify errors or faults and identify and process recourse claims for which DriveNow would be liable as the operator, BMW AG (Petuelring 130,

80788 Munich) shall be entitled on behalf of DriveNow to collect, process and use the following technical data: acceleration, speed, engine speed, driving mode, deceleration 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 17.1 and are sent to DriveNow in a pseudonymised form. Only DriveNow can identify the User as the driver by linking him to the data set out in Clause 17.1. This data processing is based on paragraphs b) and c) of GDPR Article 6 (1).

- 17.7. Furthermore, BMW AG will collect, process and use the technical data specified in Clause 17.6 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 data set out in Clause 17.1 and are sent to DriveNow in a pseudonymised form. Only DriveNow can identify the User as the driver by linking him to the data set out in Clause 17.1. This shall be used by DriveNow to identify any usage in breach of the contract and/or the road traffic rules for which DriveNow would be liable as the operator entered into the registration certificate. This data processing is based on paragraphs b) and c) of GDPR Article 6 (1).
- 17.8. DriveNow transfers data to third parties only if this is required to fulfil the blanket contract or the individual rental contract or if the User has consented to it. Personal data will only be transferred to public bodies, such as misdemeanour or criminal prosecution authorities, only within the framework permitted by the law. Furthermore, the User's personal data may be transferred on the basis of legitimate interest to a claimant who has made a claim against DriveNow as the operator of the vehicle entered into the registration certificate on the basis of a traffic offence committed by the User. The legitimate interest results from the fact that there is no other way for DriveNow to avert the damage, as the User is unknown to the claimant.
- 17.9. Data may be transferred to third parties in the following cases:
 - a) to the competent authorities,
 - b) to the insurance companies,
 - c) based on legal obligations,
 - d) with the User's written permission.
- 17.10. DriveNow will not transfer the data for any other purpose.
- 17.11. 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 Users' personal data are only processed on the basis of the instructions issued by and under the control of DriveNow.
- 17.12. Users can find additional data protection information in the data protection policy on the Website and in the Application.
- 17.13. In the case of calls received by the Customer Service, DriveNow draws the attention at the start of the call to that the conversation will be recorded to clarify possible misunderstandings. It also informs the caller that if he does not agree with the recording of the conversation he can choose to communicate via the Internet.

18. Terms of use of the DriveNow vehicle database and application

- 18.1. Users can view the details and location data of the DriveNow vehicles in various places, including the map views in the Application. The automatic temporary storage of the data for the User's own private display of the data, e.g. in the browser or the Application cache, is permitted. Any other private or commercial reproduction, distribution, public disclosure or the disclosure of the vehicle details or the location data shall be prohibited if such reproduction, distribution, public disclosure or disclosure does not relate only to small parts of the database in terms of its type and scope. The rights set out in Section 84/C of the Copyright Act for free use for the 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, which can be viewed by accessing the within the map.
- 18.2. It is prohibited to manipulate the copy of the vehicle database and/or the Application by means of reverse engineering, reverse modelling or any other information technology method. A breach of this prohibition constitutes a material breach and the User shall be obliged to pay all the resulting damages.

19. Customer service. Complaints handling

19.1. Customer service

Data of the Customer Service:

- a) Address: 1055 Budapest, Vajkay u. 1. (personal customer service);
- b) Telephone number: +36 1 345 1700 (call centre);
- c) E-mail address: kozpont@drive-now.hu;
- d) Opening hours: Opening hours of the personal customer service posted on the Website, except for holidays according to Act I of 2012 on the Labour Code.

19.2. Complaints handling

19.2.1. Users can address their complaints or remarks to DriveNow in writing or orally at the above postal and e-mail address or by telephone. Where the personal customer service or the call centre is used, DriveNow records the conversation in order to precisely remember in the case of a complaint or the handling thereof or a possible consumer dispute.

19.2.2. The detailed rules on the handling of complaints are set out in Act CLV of 1997 on consumer protection.

20. General provisions and place of jurisdiction

20.1. Notices

20.1.1. Written notice: Where the GTC, the blanket contract or the individual rental contract imposes a written notification requirement, then:

- a) Users can meet this obligation by sending the written notice by registered mail with return receipt to the address DriveNow's Customer Service;

- b) DriveNow can meet this obligation by sending the written notice by registered mail with return receipt to the mailing address of the User indicated in the blanket contract or, in the absence of such, his home address.

20.1.2. Notices sent to the address of DriveNow's Customer Service, respectively, the mailing address of the User indicated in the blanket contract as above shall be considered delivered on the fifth calendar day of the second unsuccessful delivery also if the return receipt is returned with the "did not inquire", "moved", "address cannot be identified" or "refused" mark.

20.1.3. Personal notice: Where the GTC, the blanket contract or the individual rental contract imposes a personal notification requirement, the User can meet this obligation orally at the Customer Service during the opening hours.

20.1.4. Immediate notice: Where the GTC, the blanket contract or the individual rental contract imposes an immediate notification requirement, the User can meet this obligation orally by calling the number of the Customer Service.

20.1.5. All other notifications, information, communication, reporting or announcement requirements shall be fulfilled on the Website or in the Application or, in the absence of such an option, by e-mail. Users are responsible at all times for ensuring that the e-mail address provided during contracting and the use of the Service is valid and functioning at all times and can be accessed exclusively by the User. Notices made by e-mail under this section shall be considered delivered by the parties on the working days after sending, provided, that the User sent it to DriveNow's e-mail address in the header hereof, respectively, DriveNow sent it to the e-mail address provided by the User. By accepting the GTC, Users acknowledge that DriveNow sends notices by e-mail without an authorised signature or equivalent identification and accept the rules on the delivery of notices by e-mail accordingly. As regards notices made by e-mail in accordance with the provisions of the GTC, the parties may not claim a failure of compliance with the requirements on written documents before the courts or authorities.

20.1.6. The Parties shall notify each other of the occurrence of any significant fact, data, circumstance or information regarding the Use of the Service on the calendar day following the occurrence of such fact, data, circumstance or information.

20.1.7. DriveNow shall notify the Users in good time in advance of any possible downtime of the Service and the reasons and expected duration thereof.

20.2. Set-off. Assignment

20.2.1. Users shall only be entitled to set off DriveNow's accounts receivable if his counterclaim has been established by a court by final judgement or is not disputed or acknowledged by DriveNow. Offsetting against other DriveNow companies is not permitted.

20.2.2. Users may exercise any right of retention only if and to the extent when and where their counterclaim is based on the same contract.

20.2.3. Users may assign or transfer to any third parties any claims arising from their relationship between the parties regarding the use of the Service only with the prior consent of the DriveNow.

20.3. Governing law

This business relationship shall be governed by Hungarian law. The place of performance of the blanket contract and the individual rental contracts is Hungary, having regard to Act XXVIII of 2017 on private international law (Section 93).

20.4. Jurisdiction

20.4.1. To settle any dispute arising from this GTC and/or the blanket contract and/or an individual rental contract, the parties stipulate the exclusive jurisdiction of the Buda Central District Court or the Tribunal of Székesfehérvár, depending on the competence, also having regard to the prohibitions in Sections 26 (1) and 27 (5) of Act CXXX of 2016 of the Code of Civil Proceedings regarding Users considered as consumers.

20.4.2. The same shall apply if the User does not have a general domicile in Hungary, moves to another country after the conclusion of the blanket contract or his place of residence or ordinary place of stay is unknown when the lawsuit is lodged.

20.5. No oral subsidiary agreements have been made. All amendments or supplements to this GTC shall be made in writing. This requirement can be met by e-mail as well.

20.6. If one or more provisions in this GTC is or becomes invalid or unenforceable, this shall not affect the validity or enforceability of any other provisions herein. DriveNow and the User agree to replace any deficiencies in accordance with the purpose and presumed intention of the parties.

20.7. This GTC is made in Hungarian and English. In the case of any difference, the Hungarian version shall prevail.

20.8. Annexes

The following annexes are an integral part of the GTC and, by applying the provisions of this GTC, the legal relationship between the parties:

Annex 1: Tariff list

Annex 2: Blanket contract - template

Annex 3: Rules of promotion

Annex 4: Exemption of the Insurance Company