

# GENERAL TERMS AND CONDITIONS FOR THE USE OF CAR SHARING SERVICES AND PRIVACY POLICY

(effective: from 18. June 2020 until revoked)

## **MOL Limitless Mobility Kft. (MOL LIMO)**

Székhely/Registered Seat: H-1117 Budapest, Október huszonharmadika u. 18.

Adószám/Tax ID: 26139223-2-43

Közösségi adószám/Community Tax ID: HU26139223

Statisztikai számjel/Statistical Code: 26139223-7711-113-01

Cégjegyzékszám/Company Reg. No.: 01-09-303981

## **Ügyfélszolgálat/Customer Service:**

Telefonszám/Phone Number: (36) 1 886-4444; (24/7)

E-mail-cím/email address: [info@mollimo.hu](mailto:info@mollimo.hu)

Weboldal/Website: [http:// www.mollimo.hu/hu/kapcsolat](http://www.mollimo.hu/hu/kapcsolat)

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## **1. Introductory provisions**

1.1 These General Terms and Conditions (hereinafter: GTC) shall be deemed to be general contracting terms and conditions as referred to in Section 6:77 of Chapter XV of Book Six of Act V of 2013 on the Civil Code (hereinafter: Civil Code) and shall be treated as such. These

GTC shall constitute inseparable parts of all contracts aimed at the use of car sharing. No contract can be validly concluded without the express acceptance of the GTC.

1.2 . This Agreement contains the legally binding terms and conditions required for the use of the MOL LIMO Car Sharing Mobile Application or the Website, and the services available under the Mobile Application (hereinafter: Services). By using the Service in any manner, including without limitation logging into and searching in the Mobile Application.

1.3 MOL LIMO provides a car rental Service for Users based on the XLI. of 2012 Act about passenger transportation. By the Mobile Application it enables the use of the car sharing service.

Further details of the Service are available at [www.mollimo.com](http://www.mollimo.com).

1.4 The Service shall be provided subject to the acceptance of the contents of these GTC including the contents of the Privacy Policy (see Annex 1) by the User. By accepting these GTC, the User agrees to transfer some of their personal and/or business data in line with the Privacy Policy.

1.5 The Service Provider reserves the right to amend these GTC at its own discretion, with the proviso that it shall publish the then current provisions on the Website.

1.6 The Service Provider’s business partner code of ethics regarding the provision of the service is available at: <https://mol.hu/en/about-mol/ethics-and-compliance/ethical-behaviour/> Service Provider hereby expresses that it is bound by the obligations deriving therefrom.

## 2. Definitions

Individual Rental Agreement: the individual passenger vehicle rental agreement to be concluded between the User and the Service Provider on the basis and following the conclusion of the Framework Agreement for the use of the car sharing service.

User: a natural person of at least 18 years of age, having registered via the Mobile Application or the Website, who has a valid category B driving licence, obtained their licence to drive at least one (1) year prior to the conclusion of the Framework Agreement, and has recognised these GTC as binding on themselves.

Personal User Account or Personal Account: the technology by which the User is able to connect to the Mobile Application i.e. to the information service. The User Account requires a User Name and a Password. The User Account serves the purpose of system authentication.

User Name and Password: Identifiers specified by natural person Users via the Mobile Application or the Website, the use of which enables use of the Mobile Application’s functions.

Driving licence: a valid document entitling its holder to drive vehicles in the territory of Hungary in accordance with Government Decree no. 326/2011 (XII. 28.) on public road administration tasks, and the issuing and withdrawal of public transport documents, which complies with the conditions defined in this Decree.

Framework Agreement: an agreement concluded between the Service Provider and the User with a valid user registration, in line with the provisions of the GTC.

<p>Mobile Application : an application (IT solution) developed for and running on mobile devices through which Users can perform the registration required for using car sharing services, and can access user accounts and use the Service.</p>
<p>Mobile device: technical device capable of mobile data traffic and mobile communication, including without limitation smart phones, tablets, phablets, etc.</p>
<p>Passenger car: Vehicle operated by electricity or petrol and made available to the User by the Service Provider for the purpose of using the car sharing service.</p>
<p>List of Users in Default: the list to which Users are added when they are in breach of the provisions of these GTC, due to which the Service Provider suspended the User’s account and/or terminated the Framework Agreement in respect of them with immediate effect.</p>
<p>Service or car sharing service: the car sharing service in the framework of which the Service Provider makes available passenger cars to Users under a rental agreement.</p>
<p>Service Area (“LIMO Zone”): the area designated by the Service Provider within the administrative territory of Budapest within the boundaries of which the Service is available, Individual Rental Agreements may be concluded and the passenger cars may be locked. The Service Provider shall publish the map of the currently effective LIMO Zone on the Website and shall make it available to users in the Mobile Application as well. The Service Provider reserves the right to amend the scope of the LIMO Zone at any time.</p>
<p>Service Provider: MOL LIMO, providing the car sharing service available via the Mobile Application.</p>
<p>Website: the <a href="http://www.mollimo.hu">www.mollimo.hu</a> website.</p>
<h3>3. Scope of the GTC</h3>
<p>3.1 The personal scope of the GTC shall apply to the Service Provider, and the User concluding an agreement with the Service Provider, as well as to the Business Clients and their Business Users who concluding into a Corporate Framework Contract with the Service Provider for car sharing services.</p>
<p>3.2 The Service is available only to natural persons of at least eighteen (18) years of age, who have a valid category B driving licence and obtained their licence to drive at least one (1) year prior to the conclusion of the Framework Agreement. Use of or accessing the Mobile Application or the Website in any manner by persons below the age of 18 years shall be unauthorised and be deemed to be a violation of these GTC. By using the Service and the Mobile Application P, the User is deemed to have represented and warranted that the User is at least 18 years of age and is entitled to conclude the agreement.</p>
<p>3.3 The GTC shall be effective from the date specified under the title, until withdrawn.</p>
<p>3.4 MOL LIMO reserves the right to change the method and circumstances of providing the car sharing service in compliance with the provisions applicable to the amendment of the GTC, and to suspend or cease to offer the car sharing service.</p>
<p>3.5 Should any provision of the GTC be or become invalid or unenforceable, this shall not affect the validity of the remaining provisions hereof. In this case, the Parties shall replace such invalid or unenforceable provision with a provision that is closest to their original objectives.</p>

3.6 If these GTC are amended, the Service Provider shall publish the fact of the amendment, a summary of the changes, the effective date of the amendment and the complete new wording of the GTC effective after that date on the Website and make it accessible at its Customer Service and will send it directly to the Users via e-mail:

- In case of an amendment containing new authorization(s) for the User, at least 1 (one) calendar day before effective date.
- In case of an amendment containing new obligation(s) for the User, at least 5 (five) calendar days before effective date.

Exception from this rule is Annex 3 – Rates – of the GTC, which may be amended and published by the Service Provider directly – but at least 1 hour – before the coming into effect of the new Rates on the Website of Service Provider, will be available at its Customer Service and will send it directly to the Users via e-mail.

For the request of the User the Service Provider shall provide the GTC to the User on durable medium or via e-mail or in paper form without any additional cost.

3.7 In the event of amending the GTC, the Service Provider shall, within the deadline specified above, notify Users by e-mail about the respective amendment to the GTC and how they can accept the changes. If a User continues to use the Service after the effective date of the amendment to the GTC, that User shall be deemed to have accepted the new GTC with the amended contents.

If the Privacy Policy set out in Annex 1 to the GTC changes, the Service Provider shall notify Users separately about this in the e-mail message referred to above and if necessary indicating how they can accept the new conditions. The Privacy Policy may be deemed to have been accepted only with the User's express consent, and Users may continue to use the car sharing service only after such express consent in this case.

Users shall be responsible for verifying their registered e-mail address in order to be notified of such information.

## **4. Electronic contracting and user registration**

4.1 The Framework Agreement of the carsharing service is established when the User's accept these GTS and Privacy Policy in the Mobile Application. The Individual Rental Agreement is established by registering the User through the Service Provider. The precondition to the acceptance of the User's registration is to provide the data and the documents necessary for registration, the payment of the Registration Fee and the acceptance of this GTC.

The Service Provider expressly draws the User's attention to the fact that the Registration Fee is a prerequisite for the conclusion of the Framework Contract, even if the User is technically first informed about the registration and afterwards the amount of the Registration Fee is deducted from the bank card provided by the User.

The Service Provider also draws the User's attention to the fact that the payment of the Registration Fee serves to compensate the costs incurred by identifying the User, verifying the reality of the data provided by the User and determining the right to conclude the contract.

The Service Provider will not refund the Registration Fee even if the User wishes to withdraw from the Framework Contract based on the accordance with the Government Decree no. 45/2014 (II.26).

4.2 Users may commence registration in the Mobile Application.

4.3 At the time of registration, the Service Provider will require a copy of the User’s driving licence, the User can only complete the registration by uploading a copy of the front and back of the driver's license and at the same time by uploading the front page and a self-portrait with the driver's license ( “Selfie with the driver’s license” ).

However, the Service Provider reserves the right to check whether the User has a valid driving licence at any time. In the event that the Service Provider notices that the User’s driving licence has expired, it will suspend the User’s User Account or may terminate the agreement in line with the provisions of section 11 of the GTC, while sending a notice by e-mail. Suspension will be terminated if the User presents the User’s new, valid driving licence to the Service Provider. Service Provider is entitled to check the driving license and the identity of the User initiating the registration via personal reconciliation prior to the validation of the registration of the User.

Following the registration the User is entitled to voluntarily upload a photo about the driving licence to the Mobile Application and at any time to initiate it’s deletion at the Service Provider which the Service Provider will perform without delay. By uploading the photo the User consents to the data storage by the Service Provider. The Service Provider stores the images uploaded only by the User, only executes the given instructions by the User in connection with it, it does not perform independent data activities. The Service Provider deletes the photos uploaded by the User from it’s system at the latest at the same time as the termination of the User Account. The Service Provider is not responsible for the photos voluntarily uploaded by the User and it’s content. If the User uploads a photograph that is infringing or in breach of the GTC, the Service Provider shall take immediate action to delete them.

4.4 The Framework Agreement shall take effect with the comprehensive user registration that is valid, and shall remain in force for an unlimited period of time.

The Service Provider will notify Users about the acceptance or rejection of the registration via e-mail.

4.5 If a User fails to receive an e-mail about the registration within 24 hours for whatever reason, the User must notify the Customer Service about this.

4.6 Only one User Account may be associated with one e-mail address, phone number and driving license number.

4.7 Users shall be responsible for submitting an operational and valid e-mail address, and for maintaining the e-mail address provided in the course of registration throughout the period of using the Service.

4.8 Users must keep their User name and Password secret at all times, and may not make them accessible for third persons.

Users shall take all necessary steps to ensure the safety of their User Name and Password and to prevent fraudulent use of their User Account.

4.9 Once the Framework Agreement is concluded, Individual Rental Agreement(s) shall be concluded between the User and the Service Provider in the event of using the car sharing service. Under an Individual Rental Agreement, the Service Provider shall make available 1 (one) passenger car to the User. The Individual Rental Agreement may be valid for a maximum of **72** hours.

4.10 The subject matter of the Individual Rental Agreement is the use of car sharing services in the framework of a rental contract. The Individual Rental Agreement shall be concluded by virtue of and take effect from the moment when the User opens the passenger car in the Mobile Application.

The Individual Rental Agreement shall be terminated when the User locks the passenger car using the Mobile Application.

<p>4.11 The technical steps for concluding the agreement:</p> <p>Via the Mobile Application:</p> <ol style="list-style-type: none"><li>1. Downloading the Mobile Application from the App Store, Google Play or Huawei AppGallery store;</li><li>2. Entry of the data and sending the necessary documents required for registration;</li><li>3. Acceptance of the GTC and Privacy Policy (by checking the relevant box);</li><li>4. The Service Provider registers the User (The Service Provider notifies the User via e-mail to the e-mail address provided by the User)</li><li>5. Payment of the Registration Fee</li><li>6. Use of Service via the Mobile Application (Individual Rental Agreement);</li><li>7. Stopping the use of the service via the Mobile Application, locking of the passenger car in line with the rules.</li><li>8. The Service Provider verifies the technical correctness of the data provided in the Mobile Application during the User’s registration and ensures that the User can correct errors before finalizing the data. The Service Provider ensures this in the following way: The User can edit his/her e-mail address in the Mobile Application and set his/her password based on the requirements specified during the registration. If the password does not meet the requirements, the registration cannot be finalized.</li></ol>
<p>4.12 The Service Provider informs the User that the Framework Agreement to be concluded is deemed to be a written contract, and the Service Provider will record the agreement in its system used for registering the agreements for the use of car sharing services. In response to a request made by the User by e-mail or mail, in writing, addressed to the Customer Service, the Service Provider shall make available the Framework Agreement to the User. The language of contracting is the Hungarian.</p>
<p>4.13 The Mobile Application ensures identification and correction of errors arising in the course of the electronic registration of data prior to making the legal statement on concluding the agreement. The Service Provider ensures this in the following way: through the Mobile Application or calling the Customer Service.</p>
<p>4.14 Please check the information available on the website on the requirements concerning the technical background required to operate the application.</p>
<p>4.15 The Parties shall notify each other if any fact, data, circumstance or information arises that is relevant for the use of the car sharing service.</p>
<p>4.16 In the event that there is any change in the User’s details, the User shall notify the Service Provider about the details affected by the change, and notify the new, valid details within 5 (five) calendar days of the change.</p>
<p>4.17 The information set out in Government Decree no. 45/2014. (II.26.) is set out in Annex 2.</p>
<p style="text-align: center;"><b>5. User Account - login and deletion</b></p>
<p>5.1 Users may log in to their User Account by using their User name and Password. Logging in is possible through the Mobile Application and the Website.</p>
<p>5.2 Users may propose to delete their user accounts in an e-mail message sent to the Customer Service’s e-mail address or in a letter sent to the Customer Service’s mailing address</p>

in writing (see ordinary termination of the Framework Agreement). The Service Provider will delete the User’s account after receiving the proposal to delete the account, without delay.

5.3 In the event the agreement concluded with the User is terminated, the Service Provider will delete the User’s Account.

5.4 Users may not use the User Account of any other person. If a User discovers the unauthorised use of their User Account or violation of any other security rule related to their User Account, the User shall immediately notify the Service Provider in writing.

## 6. Change password, Forgotten password

6.1 Users may modify their Passwords via the Website or the Mobile Application at any time.

6.2 If Users forget their Password, they may request a new password by clicking on the question “Forgot your password?” on the login interface to the User Account, by entering the e-mail address they registered. The Service Provider will send the link to the User’s e-mail address, through which the User can enter a new, unique password.

## 7. Use of Service

The Service may be used at the rental prices specified in the tariff table set out in Annex 3. The Service Provider reserves the right to amend the tariff table at any time.

### 7.1 Reservation, opening and use of passenger car

7.1.1 The Service may be used after logging in to the User Account.

7.1.2 Users can book a passenger car in the Mobile Application. A given User can initiate a reservation for only one passenger car at a time. After booking a passenger car, Users have 25 minutes (“Reservation Period”) to open the passenger car (and with this conclude an Individual Rental Agreement). The Service Provider charges no fee for reservation. If the User fails to open the passenger car within the Reservation Period, the passenger car returns to open for booking status.

If the User books the same passenger car twice after another, but does not open the passenger car at any of these occasions with the APP, then the User may not book the same passenger car for 120 minutes following the second booking.

7.1.3 Users can open the passenger car using the Mobile Application. The Individual Rental Agreement takes effect with the opening of the passenger car. The User is responsible for verifying the identity of the vehicle booked in the Mobile Application and the license plate of the vehicle to be used.

7.1.4 Users may take passenger cars out of the LIMO Zone, but the time spent there shall be included in the rental and Users shall pay a rental fee for this period as well. The Users shall return the passenger cars to the LIMO zone by the end of the rental, but at the least before the maximum duration of the Individual Rental Agreement (**72** hours). Users may use the passenger cars only within the territory of Hungary. ***In addition to the rental fee the User is obligated to pay an extra kilometer fee after completing 100 km based on the Annex 3, except for the Volkswagen e-Up, Smart fortwo and Smart forfour models, where the rental includes unlimited mileage.***

7.1.5 Users must use the passenger car in accordance with the provisions of the user guideline and information videos found on the Website. *The information videos may be found on the [www.mollimo.hu](http://www.mollimo.hu) website and on the Facebook site of MOL LIMO (<https://www.facebook.com/mollimobudapest/?ref=bookmarks>).*

7.1.6 If needed, the Service Provider may withdraw the given passenger car from service even during the term of an Individual Rental Agreement, in cooperation with the User in such an event.

7.1.7 In the course of using the passenger car rented, Users must comply with the rules of road traffic.

7.1.8 The Service Provider shall ensure that the passenger cars used in the framework of the Service are continuously covered with motoring insurance (CASCO) and compulsory motoring liability insurance. The excess payable under the CASCO insurance for the passenger car – 10% of the total damage amount, but minimum HUF 100,000, that is, One hundred thousand Hungarian forints – shall be borne by the User. However, any amount charged to a User may not exceed the total damage amount.

If the User is charged with negligence or causing damage intentionally, the User shall also pay the part of the damage that the Insurance company does not cover. If the Insurance company does not cover any part of the damages, the entire amount of the damage shall be covered by the User.

In order to avoid any misunderstandings, MOL LIMO expressly draws attention to the fact that in case of total damage or economic total damage the total amount of the damage shall be covered by the User.

7.1.9 Users must report any damage or error -especially but not exclusively in case of a puncture- or problem to the Service Provider without delay. Damage reports may be made by phone at any time during the rental term (by calling the Customer Service or using the Call Customer Service menu item in the APP). If a User fails to report any damage occurring during the rental term to the Service Provider but the next User indicates such damage to the Service Provider in line with the provisions of the GTC, or the competent staff of the Service Provider detects such damage, the damage shall be charged to the User during whose rental term the damage occurred. The Users shall be held liable for a puncture if it was confirmedly caused for a reason attributable to the User, in this case the Service Provider shall pay a tire repairing fee and a process fee according to Annex 3.

7.1.10 Users may contact the Customer Service in the event of any problem arising during the use of the car sharing service.

7.1.11 Users may use the passenger car only for private purposes, and may not offer additional services (such as taxi cab) using the passenger car.

7.1.12 Users must keep the passenger car clean. In order to promote keeping the passenger car clean, Users may submit a “Cleanliness Report” to the Service Provider using the Mobile Application. Should the report regarding the cleanness of the car sent to the Customer Service be grounded (certified by photos and/or is declared by the Service Provider by checking the passenger car), the Service Provider may ask the payment for cleaning from the User who rented the car just before the report was sent.

7.1.13 Users may not use the passenger car to transport animals.

7.1.14 In addition to the User, the maximum number of persons who may stay in a passenger car shall correspond to the maximum number of passengers allowed for the given passenger car under its conditions for use. Children may be transported only in line with traffic rules, in



accordance with the special requirements specified in traffic rules. The User shall provide the necessary technical equipment for the transport of the child.

7.1.15 Users may only transport objects in the passenger car the transportation of which causes no damage to the passenger car.

7.1.16 It is prohibited to smoke and to consume food and beverages in the passenger car.

7.1.17 Users may not operate the passenger car under the influence of alcohol or narcotic or any other drug substances that restrict the ability to drive.

7.1.18 In the course of using the passenger car and the Service, Users must proceed with the utmost care that can be expected of them, and take all measures to protect the passenger car.

7.1.19 Users may not alter or have the passenger car altered, in particular, may not remove stickers from or make repairs or have repairs made to the passenger car.

7.1.20 The Service Provider shall not be liable for items left in the passenger car.

7.1.21 Users must pay toll (highway toll) on the passenger car when using the passenger car on a highway outside the territory of Pest County. The Service Provider shall provide passenger cars with an annual toll sticker for Pest County.

7.1.22 If a passenger car displays any error message, Users must park the passenger car within the shortest possible time, notify the Customer Service without delay.

7.1.23 If Users wish only to suspend (put on hold) but not to terminate use of the service, they may, after parking properly, suspend their trip via the Mobile Application – if this function is available – or via locking the passenger car with the key. Users shall pay – a Stopover Fee for the period of suspending the trip. The Stopover Fee shall be paid from the time when the User stopped the engine of the car until the time when the User has started again the engine of the car. The Service Provider shall charge a Stopover Fee only if the User has travelled with the vehicle before and after the stopover period. In all other cases, the Service Provider shall charge the User credit card with the per minute fee of the Service.

## **7.2 Terms of payment**

7.2.1 Users may enter their debit/credit card details in the Mobile Application or on the Website at the time of user registration. The Service Provider shall charge fees related to the Service to the account associated with the User's debit/credit card specified as above. Users may pay with and register Visa, American Express or MasterCard debit/credit cards issued by any bank.

User by accepting the present GTC hereby declares and warrants that if the User gives debit/credit card details which are not on his/her own name, the User has the written consent of the owner of the debit/credit card that the owner of the debit/credit card consented to the use of his/her debit/credit card according to the terms of the present GTC and he/she has accepted the terms of this GTC.

The Service Provider may ask at any time from the User – by requesting the appropriate documents validating the identity of the owner of the debit/credit card – the validation of the owner of the credit/debit card and whether or not the User has appropriate approval/authorization from this person. Service Provider is entitled to check the debit/credit card data via personal reconciliation as well prior to the validation of the registration of the User. Service Provider excludes its liability for the case if the User registers debit/credit card data which is not on the User's own name. The liability concerning the above shall be borne by the User.

7.2.2 Users may choose – when registering or later on – between using the Service on a monthly tariff basis (hereinafter: Monthly Plan) or without paying a monthly fee (hereinafter: One Off Fee) at their own discretion. The Framework Agreement will be concluded by taking this choice into account.

#### 7.2.2.1 Monthly (Fee) Plan

The User already having a registration may change to the monthly plan by ticking the monthly plan option in the settings of his/her User Account.

The Monthly Plan shall be valid from the day of choosing it starting from the minute of choosing until an indefinite duration. The choosing day and time of the monthly plan is the time of the accounting (hereinafter: time of accounting). User may terminate the monthly fee from the new time of accounting by ticking out the monthly plan option and switching the plan back to occasional use in the settings of his/her User Account. The User may do this any time during the monthly plan, but the monthly plan and the pricing will change accordingly from the next time of accounting to One Off Fee and to the pricing of One Off Fee. The User may request information about the time of accounting via e-mail and by phone from the Customer Service.

The monthly fee is due at the time of accounting of the User. The Service provider is entitled – if the User did not change to One Off Fee – to deduct the monthly fee on the day of accounting from the account of the User. The deduction is repeated in the time of accounting day, until the User does not change to One Off Fee construction.

Payment of the monthly fee is primarily possible with the registered credit/debit card of the User. The monthly fee cannot be covered from the possibly available LIMO balance of the User. The LIMO balance shall mean the amount which was credited to the User – according to the User’s choice – based on previous complaints.

Should the deduction of the monthly fee from the credit/debit card fail, the Service Provider acts according to point 7.2.8.

#### 7.2.2.2 One Off Fee

If the User wishes to use the service in One Off Fee construction, then monthly fee is not charged to the User, but the fee per minute of the Service is higher than in the monthly plan, based on the actual pricing of Service Provider.

#### 7.2.3

Service Provider sends an electronic invoice to the User about the payment of the monthly fee on the day following the payment of the monthly fee.

The Service Provider shall issue a collective invoice as specified in Section 164 of Act CXXVII of 2007 on Value Added Tax for services delivered between the 1st and 15th calendar day, and/or between the 16th and the last calendar day of the given month within 15 days after the given period.

*7.2.4 The collective invoice shall include all fees incurred in the given period, except for the amount of the monthly fee, about which the Service Provider sends and invoice on the day following the payment of the monthly fee, according to Section 58 of Act CXXVII of 2007, the accounting period is 1 month.*

<p>7.2.5 The Service Provider shall send an electronic invoice to the User’s e-mail address for the services and other fees incurred between the 1st and 15th calendar day and/or the 16th and the last calendar day of the given month. By accepting these GTC, Users accept and consent that the Service Provider may send invoices to Users electronically.</p>
<p>7.2.6 The currency for settlement, invoicing and payment shall be: HUF</p>
<p>7.2.7 Users must make sure that there are sufficient funds to enable the Service Provider to deduct the currently applicable tariff items each month from the User’s account associated with their debit/credit card specified at all times.</p>
<p>7.2.8 In the event that the Service Provider is unable to deduct the currently applicable tariff items from the User’s account when due, the Service Provider may suspend the User’s User Account or terminate the agreement, and shall notify the User about this. The Service Provider will lift suspension of the User Account when the User has paid all tariff items in full. Should the User have more than 5 working days delay, the Service provider sends a payment warning to the User. If the User has not settled the debt even after the first payment warning, Service Provider sends a second payment warning to the User. On the 5th day after the second payment request was sent, the Service Provider shall hand over the User's data for debit management and the Service Provider’s contracted debit management company is attempting to collect the User’s debt. In these cases, the Service Provider shall charge a procedural fee in addition to the amount of the debt in accordance with Annex 3 of the GTC. The Service Provider terminates the Framework Contract for Carsharing with immediate effect with those Users who have been handed over twice to the debit management company. The Framework Contract for Carsharing shall be terminated no matter if the User pays or not the debt to the debit management company.</p>
<p>7.2.9 Rental Fee</p>
<p>The rental fee falls due when the Individual Rental Agreement is terminated. The Service Provider may charge the rental fee to the User’s account immediately after the Individual Rental Agreement is terminated. Users will be notified about the fee payable under the Individual Rental Agreement by e-mail at the time when the Individual Rental Agreement is terminated, and the Service Provider will also indicate the rental fees in the invoice. <i>The rental fee may vary depending on the type of the passenger car.</i></p>
<p>7.2.10 Registration fee</p>
<p>Users must pay the one-off Registration Fee at the time when the initiated registration takes place in accordance with 4.1. of these GTC</p>
<p>The Service Provider will withdraw the Registration Fee directly from the User’s account at the time of the registration initiated by the User.</p>
<p>The Service Provider does not accept the User who does not comply with the terms of these GTC and in this case the registration fee will not be deducted from the User.</p>
<p>7.2.11 Fees arising out of use not in conformity with the contract</p>
<p>In other cases, the Service Provider shall invoice to the User other fees arising out of non-contractual use set out in the Rates in the event that the events specified therein occur. Fees arising out of use not in conformity with the contract is deducted from the bankcard registered by the User, to which the User agrees by accepting these GTC.</p>

<p>The Service Provider may charge the following tariff items:</p>
<p>A) Fees payable by the User identified on the basis of the provisions set out in sections 10.2.3 to 10.2.5 of the GTC:</p> <ul style="list-style-type: none"><li>• Fee for replacement of the registration certificate</li><li>• Fee for replacement of the ignition key</li><li>• Cleaning fee</li><li>• Fee for leaving the vehicle in an inadequate technological condition. Under by inadequate technological conditions the Service Provider particularly, but exclusively means those listed points in 7.3.1. of the GTC.</li><li>• Fee for tire repair and process fee</li></ul>
<p>B) Fees payable by the Users identified on the basis of the provisions set out in section 10.2.13 of the GTC:</p> <ul style="list-style-type: none"><li>• Passenger car towing cost and administration fee</li></ul>
<p>C) Fees payable by Users identified as described in section 10.2.8 of the GTC:</p> <ul style="list-style-type: none"><li>• Fee payable in the event of transferring a rented passenger car to an unauthorised person</li></ul>
<p>D) Fees charged by competent authorities and bodies, or by parking place operators payable by the User identified:</p> <ul style="list-style-type: none"><li>• Fines, fees, additional fees, other costs imposed in connection with a violation of road traffic rules and process fee</li><li>• Parking fines or additional fees arising because of non-payment of parking fee and process fee</li><li>• Additional toll fees/fines arising based on the regulation on the using of motorways, highways and main roads and process fee</li><li>• Any other costs or fees arising out of the breach of point 7.3.2</li></ul>
<p>E) Fee payable in the event of a traffic accident caused by a User in accordance with 7.1.8., 10.2.1., 10.2.2., 10.2.3. of the GTC:</p> <ul style="list-style-type: none"><li>• Insurance excess (Insurance excess: 10 % of the total damage amount, but minimum HUF 100,000. Any amount charged to a user may not exceed the total damage amount. If the User is charged with negligence or causing damage intentionally, the User shall also pay the part of the damage that the Insurance company does not cover. In case of total damage or economic total damage the total amount of the damage - primarily the value of the replacement cost of the damaged car and other damages shall be covered by the User.)</li><li>• Claim administration fee for damage to the passenger car</li></ul>
<p>F) Fees payable in the event of any problems/errors arising out of the User's culpable conduct due to which the Service Provider needs to travel to the passenger car, but which does not require towing of the passenger car:</p> <ul style="list-style-type: none"><li>• Travel fee within the administrative boundary of Budapest</li><li>• Travel fee outside the administrative boundary of Budapest</li></ul>

G) Fee payable in the event of other occasions caused by a User:

- Breaching the rule based on point 7.3.3 there's a penalty in case the vehicle is locked with a range under 10 km
- Breaching the rule based on point 10.2.3 there's a penalty in case of drunk driving (if the competent authority has established the fact of drunk driving during the proceedings)
- Penalty for improper use, loss or causing damage in the Airport parking plastic card as described in point 7.5.7 of the GTC.
- Breaching the rule based on point 10.2.15 there's a penalty in case of delaying the insurance administration
- Breaching the rule based on point 7.4.7 there's a penalty in case of irregular damage report

*7.2.12 Discounts*

The Service Provider will notify Users who have consented to receiving e-mail messages on discounts (direct marketing) by e-mail about promotion campaigns and discounts related to the use of the Service, and will publish the currently effective discounts on its website.

**7.3 Locking and parking of passenger car**

7.3.1 The Individual Rental Agreement shall be terminated when the User has duly parked and locked the passenger car in line with the following conditions:

- the passenger car is parked in a public area within the LIMO Zone or at a dedicated parking place defined in Annex 4 and Annex 5, at a location where GPS and mobile internet signals may be received and parking is legal;
- the parking brake is not in drive setting;
- the gearshift is set – depending on the type of the passenger car – to P or N setting, or when the passenger car has manual gearshift to gear one)
- city headlights, long-range headlights, positioning lights, hazard warning lights and direction indicator lamps are unlit;
- the ignition key has been properly placed in the designated location; and
- the Airport parking plastic card has been properly placed in the designated location;
- the User has removed their personal belongings from the passenger car; and
- all doors and windows are properly closed.

7.3.2. User may park the passenger car within the LIMO Zone only at places where parking is permitted, waiting is not prohibited or restricted, while respecting the provisions of point 7.4.3 as well. If the User parked the passenger car in a place where the parking time is limited (parking is only allowed during a specific time interval), the User is obliged to pay the total amount of the parking penalty due to unauthorized parking and the administrative fee according to Annex 3.

The User is not allowed to stop the journey – meaning stopping the journey by locking the passenger car – in a private parking place whether the parking place may be used for a fee or it is for free, except for the dedicated parking places defined in Annex 4. Any cost and/or fee arising of this shall be paid by the User, in particular, but not exclusively, the Service Provider charges a Call-out fee if the vehicle is to be taken from a private parking lot.

The Users can leave passenger cars in the underground parking garage for Stopover which cars do have keys and the User can only lock the passenger car with the key, because if the User suspends their trip via Mobile Application as well it can cause a loss in the mobile data connection or in the GPS connection and may effect the further use of the vehicle. The exception to this section is the dedicated parking places defined in Annex 4.

7.3.3 User shall duly park and lock the passenger car in the LIMO Zone if the User sees that the range of the passenger car (to be seen on the dashboard display of the car) may go within 10 and 20 kilometre. Breaching this rule is considered as serious breach of contract, and in addition, in case the User locks the passenger car with the range under 10 kilometre left, the User shall pay – *on top of the possible fine because of improper parking based on point 7.3.2 and the process fee* – an additional 10 000 HUF, meaning ten thousand HUF penalty to Service Provider.

7.3.4. Users may fill up gasoline-operated passenger cars with fuel corresponding to the car type at their own cost. Users may not offset the cost of fuel purchased by them against the rental fee and may not charge it to the Service Provider. If it is established that a User has purchased a type of fuel other than the one required for the passenger car (that is, not gasoline), that User must refund the Service Provider for any damage caused by this.

#### **7.4 Other conditions for using the Service**

7.4.1 The Service Provider may interrupt service provision temporarily, for the period of carrying out the necessary maintenance and updating works.

7.4.2 Users must use the passenger car properly for its intended purpose. The Service Provider will upload the user guidelines and information videos on its website, make accessible the technical and operating descriptions by inserting links on its website, and make them available at the Customer Service.

7.4.3 Users need not pay parking fees in public areas within the administrative area of Budapest within the LIMO Zone, as these costs will be borne by the Service Provider. If a User leaves the LIMO Zone and parks outside of it, the fee for this – that is, the Stopover Fee and the parking fee applicable in the given area – shall be borne by the User.

If a User parks the passenger car in a paying parking lot used for this purpose, whether within or outside the LIMO Zone – by suspending the trip and paying the Stopover Fee at the same time – any such fee shall be borne by the User.

7.4.4 The Service Provider may refuse to provide the service and may interrupt providing the service to a User with immediate effect if required by law or by a court decision, or if the Service is used in conflict with the GTC, without authorisation, or otherwise unlawfully or improperly, having regard to the purpose of the car sharing service.

7.4.5 The Service Provider shall notify Users electronically or otherwise in a manner deemed to be appropriate by the Service Provider about the reason for and duration of any outage in the car sharing service, in due time in advance.

7.4.6 It is prohibited to perform information technology manipulation or reproduction of the Mobile Application by reverse engineering or reverse modelling or in any other manner. Any violation of this prohibition shall be deemed to be a breach of agreement, and the User concerned shall be obliged to refund all damage arising out of this.

7.4.7 Users must send a “Damage check” in the form of a photo to the Service Provider via the Mobile Application after unlocking the passenger car, thereby indicating to the Service Provider whether there is any damage to the passenger car. If the photos of the car’s damage are already existing in the App, it is enough for the User to confirm them. If the User uploads an infringing and/or a non-vehicle photo into the App, Service Provider may charge the User with a penalty in case of irregular damage report as well as terminate the User’s Framework Agreement with immediate effect on the basis of an individual assessment.

This is an unofficial, working translation of the „CARSHARING SZOLGÁLTATÁS IGÉNYBEVÉTELÉNEK ÁLTALÁNOS SZERZŐDÉSI FELTÉTELEI ÉS ADATVÉDELMI TÁJÉKOZTATÓ” (GENERAL TERMS AND CONDITIONS FOR THE USE OF CAR SHARING SERVICES AND PRIVACY POLICY) for information purposes only. In case of any discrepancies between the two versions, the Hungarian version shall prevail.

7.4.8 By accepting these GTC, Users expressly acknowledge that they will lose their right to withdraw from and terminate the agreement as set out in Section 20 of Government Decree no. 45/2014. (II. 26.) following the delivery of the complete service. Opening of the passenger car using the Mobile Application by the User shall be deemed to constitute the express commencement of the Service with the User’s prior consent.

<b>7.5 Usage of MOL LIMO at the Airport</b>
<p>If the User is traveling to or from the Liszt Ferenc International Airport (hereinafter referred to as Airport), the User must use the Service according to this 7.5 paragraph in accordance with all the other paragraph of these GTC.</p>
<p>7.5.1 Users are allowed to use MOL LIMO service in order to get to Liszt Ferenc International Airport or from the Airport into the LIMO Zone. Users shall start and finish the trip in the 15 dedicated parking spaces of the Holiday Parking Lite of the Liszt Ferenc International Airport, which are marked with painting and boards according to Annex 5.</p>
<p>7.5.2 Should the trip be terminated or started at the airport LIMO parking lot (Holiday Parking Lite), MOL LIMO charges “airport convenience fee” for the User, on top of the other costs of the certain trip, according to Annex 3 of this GTC. The “airport convenience fee” will be charged from the User immediately from the time the trip ends, thus increasing the total amount of the trip.</p>
<p>7.5.3 At the Airport Area, User is fully responsible to act and behave according to the Airport Rules. It is User’s liability to always be aware of the Airport Rules in force. The document can be found on the following link: <a href="https://www.bud.hu/en/airport_rules">https://www.bud.hu/en/airport_rules</a>. The Users shall not claim that they are not aware of the provisions in force of the Airport Rules.</p>
<p>7.5.4 Users have to acknowledge that due diligence can be conducted when entering the Airport territory and the entering can be prohibited any time by the Airport security. The Service Provider shall not be held liable if the Airport Security Service prohibits access to the Airport for the LIMO User.</p>
<p>7.5.5 The Users may not carry equipment, material, explosive, or highly flammable or hazardous materials (not even in closed cans) in the vehicle that endanger or interfere with the operation of the Airport.</p>
<p>7.5.6 The User is obliged to use the Airport Area as well as the parking spaces as intended, to protect its condition. The Users shall be liable for any caused damage at the Airport Area, that can be proved.</p>
<p>7.5.7 Enter to the Airport Area</p>



As a default the Airport access control system recognizes the LIMO vehicles' licence plate number, so the tollgate opens after the recognition. If the tollgate does not open automatically the User can enter the Airport area with a plastic card from the glove compartment. If for some reason the card is not working, the User shall press the “info” button at the tollgate and they can get to the Airport area with the help of the Airport colleagues.

For every LIMO vehicle based on the licence plate number a plastic card is technically assigned to assist exclusively the certain LIMO vehicle access to the Airport area. The plastic card is assigned to licence plate number, so it can only help the LIMO vehicle with the same licence plate number. The User shall be liable for improper use, loss or damage in the Airport parking plastic card, the Service Provider charges the User a penalty of 25000 HUF and a process fee in proven cases based on Annex 3.

#### 7.5.8 Parking

The User is obliged to park the cars according to the special Airport Rules, in accordance with 7.3 of these GTC. If the dedicated 15 parking spaces are all occupied when the User arrives, than the other parking spaces (beside the dedicated 15 parking spaces) in the Holiday Parking Lite can be used by the User. These costs will be borne by the Services Provider.

Users shall not use any other parking lot outside of the Holiday Parking Lite. If the User parks outside the Holiday Parking Lite, the User shall borne the costs. Also the Service Provider shall not be held liable for the costs and the Service Provider doesn't accept or approve any parking fee charged by the User, if the User has terminated the trip in a parking lot other than the Holiday Parking Lite. The Service Provider may not be held liable for any GPS inaccuracy, if the User can terminate the trip in other parking lot as well.

If the User is ending the trip in a parking lot where it's forbidden in accordance with these GTC, the User is obliged to pay a process fee as well in accordance with Annex 3 of these GTC.

7.5.9 The Service Provider shall not be held liable if the User claims to have missed the flight due to using the Service. The User must follow the below mentioned principles to avoid unexpected events:

The User shall check whether the plastic card -which is assigned to the LIMO vehicle- is in the glove compartment before starting a trip to the Airport. If the card is not available in the vehicle the User must notify the Customer Service.

The User is obliged to start the trip to the Airport at the appropriate time and arrive at the Airport in a reasonable time before the recommended time of arrival of the Airline selected by the User. The User must park the passenger car in time and in line with the rules.

It's the User's responsibility to rent a vehicle with the minimum distance of 50 km as required by these GTC, to avoid stopping on the road with the passenger car. Violation of this obligation constitutes a material breach of the GTC.

The User is only entitled to rent gasoline run passenger cars and may not choose an electric vehicle to the Airport.

In case the passenger cars being technically malfunctioning on the way to the Airport (engine failure or any other malfunction due to repair or service, except the case when User rents the vehicle with less than 50 km range) the User must immediately notify the Customer Service and request assistance.

The Service Provider shall not be held liable in the event if the Users claim that they are unable to use the service because free LIMO cars aren't available at the Airport.

#### 7.6 Usage of MOL LIMO at the Lupa Beach

<p>If the User is traveling to or from the Lupa Beach, the User must use the Service according to this 7.6 paragraph in accordance with all the other paragraphs of these GTC.</p>
<p>7.6.1 Users are allowed to use MOL LIMO service in order to get to Lupa Beach or from the Lupa Beach into the LIMO Zone. Users shall start and finish the trip in the marked 5 dedicated parking spaces of the Lupa Beach main parking lot.</p>
<p>7.6.2 Should the trip be terminated or started at the Lupa Beach parking lot MOL LIMO charges “Lupa Beach convenience fee” for the User, on top of the other costs of the certain trip, according to Annex 3 of this GTC. The “Lupa Beach convenience fee” will be charged immediately from the time the trip ends, thus increasing the total amount of the trip.</p>
<p>7.6.3 At the Lupa Beach Area, User is fully responsible to act and behave according to the Lupa Beach parking regulations in force according to the Lupa Beach GTC.</p>
<p>7.6.4 The User is obliged to use the Lupa Beach parking spaces as intended, to protect its condition. The Users shall be liable for any caused damage at Lupa Beach, that can be proved.</p>
<p>7.6.5 Enter to the Lupa Beach As a default the Lupa Beach access control system recognizes the LIMO vehicles’ licence plate number, so the tollgate opens after the recognition. The Users can enter and leave the Lupa Beach parking lot with LIMO vehicles 24 hours a day.</p>
<p>In order to enter to the Lupa Beach Area the Users shall be obliged to these requirements:</p> <p>It’s the User’s responsibility to rent a vehicle with to the Lupa Beach with a minimum distance of 50 km as required by these GTC, to avoid stopping on the road with the passenger car. Violation of this obligation constitutes a material breach of the GTC.</p> <p>The User may use electric run passenger cars as well to the Lupa Beach, however in case the User locks the passenger car with the range under 10 kilometres left, the User shall pay a penalty based on point 7.3.3 of this GTC.</p> <p>In case the passenger cars being technically malfunctioning on the way to the Lupa Beach (engine failure or any other malfunction due to repair or service, except the case when User rents the vehicle with less than 50 km range) the User must immediately notify the Customer Service and request assistance.</p> <p>In case the User wishes to start the trip from the Lupa Beach the LIMO vehicles can be booked two times in a row for 25 minutes in accordance with 7.1.2 of these GTC.</p> <p>The Service Provider shall not be held liable in the event if the Users claim that they are unable to use the service because free LIMO cars aren’t available at the Lupa Beach.</p>
<p style="text-align: center;"><b>7.7 Longterm rental</b></p>
<p><b>7.7.1 The Service Provider maximum charges the daily rate based on the Annex 3. in connection with individual and continuous rental every 24 hours instead of the minute fee and waiting fee per rental if the rental exceeds the maximum daily fee’s amount.</b></p>
<p><b>7.7.2 The User acknowledges that each rental includes 100 kilometers, in addition the extra kilometres the Service Provider charges extra kilometre fee over 100 km based on the Annex 3. except for Volkswagen e-Up, Smart fortwo and Smart forfour models, where the rental includes unlimited mileage.</b></p>

**7.7.3 The maximum daily fee includes the trip and waiting fees but does not includes any additional fees (eg Airport fee, Lupa Beach fee)**

**7.7.4 The User is obligated the pay the toll if he uses a highway outside the territory of Pest county. The Service Provider proveds the annual Pest County highway vignette for all cars.**

**7.7.5 If the range of the vehicle is reduced to such an extent that it is not sufficient to return to the Limo zone, the User is entitled to refuel or top up the vehicle. You can refuel a petrol-powered car at your own expense according to the type of car. The User may not enforce the cost of the fuel refueled by him in the rental fee, he may not account for it with the Service Provider. If it is established that the User has not refueled the type of fuel (ie not petrol) prescribed for the passenger car, he is obliged to compensate the Service Provider for the resulting damage.**

**The User may charge the electric cars at his own expense, but he may not enforce the cost of charging in the rental fee, he may not account for it with the Service Provider. Service provider cannot provide a charging cable for charging.**

**7.7.6 It is the User's responsibility to rent a vehicle with a sufficient remaining range to return to the Limo zone via the Mobile Application in accordance with the provisions of these GTC - thus avoiding the possibility of the vehicle stopping on the way. Breach of this obligation constitutes a serious breach of contract. The Service Provider shall not be liable if the range of the car is reduced so much during the rental period that the User cannot bring the car back to the Limo zone.**

**7.7.7 The Service Provider calculates the maximum daily fee every 24 hours from the date of booking.**

## **8. Data Privacy**

8.1 The detailed provisions concerning the processing of the User’s data and the Privacy Policy are set out in Annex 1.

8.2 The Service Provider shall process the data made available by Users in line with the legal provisions – of the European Union, especially of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation, hereinafter: GDPR) and Hungary – in effect at all times.

8.3 By accepting these GTC, Users expressly consent to the processing of their data in line with the provisions of the GTC and Annex 1.

## **9. Notices**

*Notice by registered mail with advice of delivery*

If this Agreement provides for delivery by registered mail with acknowledgement of receipt in relation to any legal declaration and the addressed Party does not accept the registered mail sent to the notification address specified in this Agreement or, when it is not available, to the registered seat of the Party, for any reason, the delivery of the letter must be attempted again.

If the repeated delivery attempt fails, the letter shall be considered delivered after 5 (five) days from the repeated posting.

#### Notices sent electronically

Users and the Service Provider shall notify one another about information related to the performance of the agreement electronically, using the e-mail address of the Service Provider’s Customer Service and the e-mail address provided by the User.

In the absence of confirmation, notices sent electronically by e-mail to and from the e-mail addresses above shall be deemed to have been delivered one day after the time of sending.

Notices and confirmations sent electronically by e-mail under the agreement will reach Users and the Service Provider without official or due signature and identification to substitute such signatures, and the Parties acknowledge this and consider this to be accepted unless proven to the contrary.

In respect of e-mails generated in line with the rules set out in the agreement, the Parties may not claim before any court or other authority that these fail to comply with the requirements of written documents issued on behalf of the Service Provider or the User, unless such an e-mail can be proven to have been used fraudulently or with some other unlawful intention.

In the event of any dispute arising concerning the sender’s e-mail about the sender’s identity or the contents of the message, the sender shall bear the burden of proving that the message was sent by a person other than that indicated as sender or with contents other than the contents received.

The Parties declare that they consider the e-mailing system to be used as safe and suitable at the time of signing the agreement, and agree to notify the other party without delay upon becoming aware of any threat to the system’s security. The Parties shall be liable for damage arising out of any delay in providing such information.

The Parties agree that mail sent electronically (e-mail) shall be deemed to be the official form of keeping contact only in the cases where and to the extent this is expressly allowed hereunder.

## **10. Liability**

### **10.1 Service Provider’s liability**

10.1.1 The Service Provider shall not be held liable for consequences arising out of a User’s breach of the provisions of these GTC, including without limitation due to events that may be associated with the improper use of the service or the provision of untrue data by the User, and with the User’s conduct and violation of the rules accepted by the User in the course of registration, etc.

10.1.2 The Service Provider shall be held liable solely for damage occurring due to the Service Provider’s gross negligence and/or wilful conduct, as follows.

10.1.3 The Service Provider shall not be held liable for any direct or indirect damage stemming from the use of the Service, unless it is the consequence of any gross negligence or wilful conduct attributable to the Service Provider.

10.1.4 The User may not be obliged to bear or refund any damage arising out of wilful conduct of the Service Provider and/or its representatives or staff in violation of the requirements set out in the GTC, and the Service Provider shall be liable for the occurrence of such damage.

10.1.5 The Service Provider shall be liable for damage arising out of the gross negligence (omission) of the Service Provider and/or its representatives or staff only if occurrence of the damage was foreseeable at the time of exercising such conduct (omission) and the conduct violates a substantial obligation stemming from the legal relationship existing between the User and the Service Provider.

For this purpose, all obligations assumed under the GTC and obligations the performance of which is absolutely necessary for the use of the car sharing service by the given User shall be deemed to be substantial. The limitation set out in this paragraph shall not be applicable to liability for culpable conduct that damages life and bodily health.

10.1.6 The Service Provider may not be obliged to bear or refund damage that may be attributed to circumstances outside its control if the occurrence of such damage was not foreseeable at the time of concluding the agreement.

10.1.7 The Service Provider may not be held liable for technical troubles, including without limitation any downtime in the internet or the GPS network.

10.1.8 The Service Provider shall not be liable for any damage arising out of the use, improper operation or the deletion of any part or contents of the Mobile Application or the Website.

10.1.9 Compensation for damage by the Service provider shall not cover profit lost pursuant to the damage event and consequential damages. The limitation set out in this paragraph shall not be applicable to liability for culpable conduct that damages life and bodily health and to the damage caused due to the Service Provider's wilful conduct.

## **10.2 User's liability**

10.2.1 Users shall be obliged to bear or refund - in particular, but not exclusively in the passenger car rented by the User - all damage arising out of any violation of the requirements set out in the GTC.

10.2.2 Users shall be relieved from liability if they prove that the breach of agreement was caused by a circumstance outside their control that could not be foreseen at the time of concluding the agreement, and they could not be expected to avoid that circumstance or prevent the damage.

The Users shall be also relieved from the costs of the damage by the amount covered by the Insurance Company.

The Service Provider or the owner of the vehicle is entitled to decide on the choice of the insurance and the insurance terms and conditions. The User is not entitled to reject their payment obligation due to the fact that the insurance terms and conditions have not been chosen with care or reason by the Service Provider.

Users shall be liable for the following in particular:

10.2.3 Users shall be liable for and shall warrant that they use the car sharing service only in a manner that fully complies with the requirements of proper use as well as the legal requirements and standards in effect at all times.

Thus especially – but not exclusively – the User, by using the Service, warrants that when using the Service he/she is in proper condition for driving and at the time of using the Service he/she possesses a valid driving license and to complete the rental of the vehicle in appropriate technical condition for the following Users.

The Service Provider expressly draws the User's attention to the fact that, if the Insurance Company claims total damage of the car, due to the fact that it was damaged to an extent which requires total damage claim or it is economically unjustified to repair the car, it's the User's liability to cover the replacement value of the vehicle that has been claimed as total loss. The User is obliged to reimburse the amount to the Service Provider – as a prior principle – with the value of the replacement cost of the damaged car. On top of the reclaim paid by the Insurance Company and the value of the wreckage, the replacement cost is defined based on the Hungarian market value of a vehicle at least at the same age, equipment, technical condition and mileage.

The Service Provider is also entitled to claim other damages caused by the User (in particular: towing, administration and process fee).

The Service Provider expressly draws attention to the fact that the Insurance Company does not cover any damage caused during drunk driving. In such case the User is obliged to cover the entire damage and any additional costs incurred in this connection, not only for the Service Provider but to an additional third party as well.

10.2.4 In the event that Users fail to check whether the passenger car rented by them is suitable for proper use, or pick up and use the passenger car in spite of detecting the passenger car's unsuitability -especially but not exclusively in case of a puncture- for proper use, Users shall bear all risks arising out of the passenger car's unsuitability for proper use and shall be liable for any damage arising out of the passenger car's unsuitability for proper use.

*The Users shall be held liable for a puncture if it was confirmedly caused by the User, in this case the Service Provider shall pay a tire repairing fee and a process fee according to Annex 3.*

10.2.5 Users must notify the Service Provider via the Mobile Application about information implying that the previous User of the passenger car has used it in violation of the GTC, as well as any signs that the passenger car has been vandalised by third parties.

10.2.6 Users shall be liable for and shall warrant the proper use of the Mobile Application and the Website, in line with the GTC.

Users shall be liable for all damage arising out of improper use.

Users shall ensure the privacy of their User names and Passwords, comply with the provisions concerning notices, and shall warrant that the data provided by them are true.

The User may submit a modification request to the Service Provider no more than once per day on the registered data, which the Service Provider shall handle within 24 hours after the arrival of the request.

10.2.7 All costs, damage and other detrimental legal consequences arising out of termination applied by the Service Provider in the event of any violation of the requirements of the GTC shall be borne solely by the User who violated the GTC.

10.2.8 Users may not transfer their User Account or the rented passenger car to any third party, and may not allow third parties to use the passenger car rented. The passenger car may be driven solely by the User who concluded the Individual Rental Agreement. Users shall be liable for all damage arising out of transfers their User Account or the rented passenger car to unauthorised persons, and shall be liable for paying the fee defined in Annex 3.

10.2.11 Users must immediately notify the Service Provider if their driving licence is withdrawn or becomes subject to any restriction. If a User's driving licence is withdrawn or a court or

competent authority imposes a prohibition of driving on a User, the Service Provider shall suspend that User's User Account for the duration of the effect of such measure.

10.2.12 Users must duly lock and park the passenger car in the LIMO Zone when the maximum **72**-hour rental period under the Individual Rental Agreement expires. Users must pay the Rental Fee and shall assume liability for damage until proper locking within the LIMO Zone.

10.2.13 In the event that there is reason to transport the passenger car or to transport it back to the Service Area pursuant to damage to or failure of the passenger car, or pursuant to the User's conduct in violation of traffic rules, or because the Individual Rental Agreement expired outside the LIMO Zone for some reason, the User concerned must refund the Towing Cost and administrative charges to the Service Provider.

10.2.14 Users must pay any fine, fee, additional fee or any other cost (hereinafter: fine) imposed in connection with the violation of the rules of public road traffic by Users. The Service Provider will charge the amount of fines to the given User after receipt of the relevant resolution/decision, notice, warning or any other document requesting the payment of fine. Service Provider is entitled to charge the fine to User also in the case, and cannot take into consideration the User's late notice – taken when the Service Provider has charged the fine for not appropriate parking to the User – that the he/she could not park the passenger car to another, appropriate place, because the User finished its trip with a range of less than 20 km and the passenger car did not appear afterwards as bookable in the Mobile Application. The fact that the User initially not parked the passenger car properly, forms the basis of charging of the fine to the User. The administration process regarding the fine depends on the proceedings of the competent authority.

10.2.15 Users must forthwith notify the police and the Service Provider if the passenger car becomes involved in a road accident. Users must wait for the police forces on the spot. The event, the circumstances of the event and the damage incurred shall be detailed in minutes. The Users must fill out the insurance claim statement on site at the road accident. If for any reason that is not possible, the User shall fill out the form within 5 calendar days from receiving the form from the Service Provider. The Users shall send back to the Service Provider the insurance claim statement in a pre-agreed form, with the signature of the User. If the User does not send back to the Service Provider the completed, signed insurance claim statement, the User shall pay a “penalty of delaying the insurance administration” according to Annex 3.

10.2.16 In the event that the person who caused damage to the passenger car during the term of the Individual Rental Agreement concluded by a User pays damages to that User, that User must pay it to the Service Provider as damages, by wire transfer. Payment of these damages to the Service Provider shall not mean that the Service Provider may not claim damage incurred in excess of that amount from that User.

## **11. Termination of Framework Agreement**

11.1 Users may request deletion of their User Account and thereby terminate the Framework Agreement in writing, without having to give reasons. The Framework Agreement shall be terminated with the deletion of the User Account. The other party shall be notified of termination by e-mail or in writing by registered mail with advice of delivery.

The Service Provider may terminate the Framework Agreement in writing, with a notice period of 30 days, without having to give reasons. The Framework Agreement shall be terminated when the notice period expires.

The other party shall be notified of termination by e-mail or in writing by registered mail with advice of delivery.

The Service Provider shall delete the User's User Account on the date when the Framework Agreement is terminated.

11.2 In the event of the occurrence of events set out in this paragraph, the Service Provider may terminate the Framework Agreement even with immediate effect, without having to pay damages (hereinafter: immediate termination):

- a) Any statement or conduct/action by the User infringes the Service Provider's good reputation or business integrity,
- b) The User violates any obligation set out in the agreement (in these GTC), especially, but not exclusively, if the User provides incorrect information about the User Account.

In case of immediate termination by the Service Provider, the Parties shall settle accounts with each other regarding the service provided until the effective date of termination, including the breach of agreement and its consequences.

In the event of immediate termination, the Service Provider reserves the right to enforce its rights stemming from the breach of agreement, including the right to compensation for damages.

11.3 The Service Provider will notify the User concerned about immediate termination in writing, in e-mail or by registered mail with advice of delivery. The notice mentioned in this paragraph shall include the name of the User concerned, the reason for termination, the provision of the GTC violated by the User, a short description of the breaching conduct, and the date when the Framework Agreement will be terminated.

11.4 In the event of immediate termination by the Service Provider, all Individual Rental Agreements concluded on the basis of the Framework Agreement shall be terminated as of the time when the termination is communicated, the Service Provider will delete the User's User Account and – based on the Service Provider's individual decision – may put the User on the List of Users in Default for a period defined at the time of the termination.

11.5 Users put on the List of Users in Default by the Service Provider may not conclude new Framework Agreements with the Service Provider. Users may request to be deleted from the List of Users in Default in a separate written letter sent to the Customer Service's mailing address by registered mail with advice of delivery. The Service Provider shall notify the User in writing about its decision concerning the request within thirty (30) days. The Service Provider need not provide the reasons for its decision.

11.6 In the event that a User requests that the Service Provider delete his data, the agreement will be terminated on the day when the request for data deletion is received.

11.7 Notices of termination sent by e-mail according to this section shall be governed by the provisions of section 9 "Notices sent electronically".

## **12. Complaints handling, customer service**

12.1 Users may contact the Customer Service with their complaints, orally or in writing, using the Customer Service's mailing or e-mail address or its telephone number.



12.2 If Users submit complaints to the Customer Service orally, the Customer Service shall record the complaint in minutes and hand over a copy of the minutes to the User in person or, in the case of complaints submitted by phone, deliver it to the User at the time of sending the answer to the complaint.

12.3 The minutes taken of the complaint shall contain the following:

- a) Name and address of the user,
- b) the place, time and manner of submitting the complaint,
- c) detailed description of the User’s complaint, list of documents and other evidence presented by the consumer,
- d) a statement from the business on its position concerning the User’s complaint if it is possible to investigate the complaint immediately,
- e) signatures of the person recording the minutes and of the User, except for oral complaints communicated by phone or other electronic communications services,
- f) place and time of recording the minutes,
- g) unique identification number of the complaint for oral complaints communicated by phone or other electronic communications services.

12.4 The Service Provider shall operate a call centre during the operation of which phone calls conducted with customer service shall be recorded in order to enable the Service Provider to credibly reconstruct events in the case of a consumer dispute.

In the event that a User speaks rudely, uses obscene phrases, offends the customer service staff member or the Service Provider, the Service Provider may terminate the call.

12.5 The Service Provider shall send its answer regarding the substance of the complaint to the User by e-mail or in writing by registered mail within thirty (30) days. The Service Provider must provide reasons for decisions rejecting the complaint.

12.6 The Service Provider must safeguard the complaint or the minutes recorded of the complaint and a copy of the answer regarding the substance of the complaint for 5 (five) years, and present them if requested by the authorities auditing such items.

12.7 In the event of customer disputes, Users may contact the arbitration boards having competence at the User’s place of permanent or temporary residence. The seat, phone contact, internet contact possibilities and mailing address of such arbitration boards can be found at <http://www.fogyasztovedelem.kormany.hu/node/8579>.

12.8 In the event that the complaint is rejected, the Service Provider must inform Users in writing about the authority or arbitration board where a procedure may be initiated concerning the complaint, subject to the complaint’s nature. Furthermore, the information thus provided must contain the seat, phone and internet contact details and mailing addresses of the competent authority and/or the arbitration board having competence at the consumer’s place of permanent or temporary residence. The information shall also include whether the business avails itself of the arbitration board’s proceedings in order to settle the consumer dispute.

### **13. Miscellaneous provisions**

13.1 Force Majeure

It shall not constitute a breach if any of the Contracting Parties is not able to perform its obligations set out in this agreement for any reason not imputable to any of the Parties (force majeure). A force majeure event includes any unforeseen event that cannot be prevented with human power (e.g., war, earthquake, flood, fire, terrorist action, etc.), which do not depend on

the will of the Parties and directly impede the particular Party in fulfilling their contractual obligations.

13.2 The Parties agree that all issues regulated in this agreement – including the issue of the validity of the agreement, as well as the contractual stipulations, representations, covenants and obligations - shall be decided by applying the rules of Hungarian law.

Third parties not expressly granted any rights hereunder may not demand services stipulated in this agreement.

13.3 The Service Provider may transfer the agreement or specific part(s) thereof or certain rights or obligations specified in the agreement to a third party, with prior notice to the User. The User irrevocably consents to such transfer by accepting the GTC. The consent takes effect with the notice on the transfer of agreement.

13.4 The Parties shall attempt to settle all disputes related to this agreement amicably. Disputes that cannot be settled amicably shall be settled before the competent court having jurisdiction on the matter according to the Code for Civil Procedure currently in force.

13.5 The annexes listed above shall form inseparable parts of the agreement.

## 14. SPECIAL TERMS AND CONDITIONS FOR CORPORATE CUSTOMERS AND BUSINESS USERS

This section sets out the special terms and conditions for the Business Clients and Business Users of the carsharing service (Service) provided by the Service Provider. This chapter shall be interpreted in conjunction with the other parts of the GTC, primarily supplementing it. In the event of any conflict between this section and the rest of the GTC, the provisions of this section shall apply to Business Clients and Business Users.

### 14.1 Definitions

**Business Client:** a legal entity existing in accordance with the Civil Code in force from time to time that has entered into a Business Framework Agreement with MOL LIMO and is entitled to provide the carsharing service to individuals of its choice and to enroll these individuals in the MOL LIMO system under the Business Framework Agreement.

**Business User:** a natural person authorized by the Business Client to use the Service with a Business Account at the expense of the Business Client under the Business Framework Agreement in accordance with the provisions of the GTC. Unless expressly provided otherwise in this section of the GTC, the provisions of the GTC relating to the User shall apply to the Business User.

**Business Framework Agreement:** Agreement between MOL LIMO and the Business Client that regulate the parties' rights and obligations regarding the use of the Service. This GTC is an integral part of the Business Framework Agreement. In the event of any discrepancy between the body text of the Business Framework Agreement and this GTC, the provisions of the Business Framework Agreement shall prevail.

**MOL Group:** means the MOL Plc. and also includes all companies in which MOL Plc. owns, directly or indirectly, more than 50% of the voting power, or has a majority of the ownership or other control rights specified in a separate agreement.

<b>Civil Code: Act V of 2013 on the Hungarian Civil Code.</b>
<b>14.2 Basic provisions concerning the access to the service</b>
14.2.1 Under the Business Framework Agreement and subject to individual payment terms, the Service Provider will provide the Service to Business Users specified by the Business Client at the expense of the Corporate Customer.
<b>14.2.2 How to use the Service</b>
The Service Provider creates a "company profile" for the Business Client in the carsharing IT system. The document describing the most important features of the so-called front office interface provided for Business Client is attached as Annex 2 to the Business Framework Agreement.
The Business Client can nominate 1 employee as "Business Owner" and 1 employee as "Business Delegated Admin" (hereinafter referred to as "Designated Administrators") for the administration of the Company Profile, who will be registered in the system by the Service Provider. The list of Designated Administrators is set out in Annex 3 to the Business Framework Agreement.
Designated Administrators can register with their corporate email address in the company profile and the Business Users of the Business Client can register with the email address agreed between them. The Business Client invites Business Users to create a Business Account. The Business User will receive an email with a link from the system. By clicking on the link the Business User will be able to create a Business Account
In order to use the Service the Business Client is required to register a business credit card issued in the name of a company executive officer. Payment for the Service will be deducted from this credit card. In order to use the Service the Business User shall register in the Mobile Application and accept and agree to be bound by the GTC and the Privacy Policy. The registration of the Business User will appear as a "Business Account" in the Mobile Application. The Business User – if he has a private registration - has the option to link his User Account to his Business Account in the Mobile Application.
<b>14.3. Business Client rights and obligations</b>
14.3.1 Business Client is required to keep the list of Business Users eligible to use the Service up to date and to update it daily. The Service Provider shall not be liable for any charges, other costs and damages arising out of the unauthorized use of Business Users who have been mistakenly added to or have not been deleted from the List of Eligible Lists. The Business Client shall reimburse the Service Provider the usage fee and all other costs and damages incurring as a result thereof.
14.3.2 If the Service Provider suspends the Business User's User Account due to breach of the GTC, Service Provider shall notify the Business Client, who shall immediately delete the Business User from the list of Business Users provided by Business Client.
14.3.3 Business Client shall pay the consideration of the Service used by its eligible Business Users as set forth in the Business Framework Agreement.
14.3.4 Business Client undertakes to pay at the written request of the Service Provider any fines, fees, costs or other charges (hereinafter "fines") incurred their Business Account as a result of breach of the GTC by Business Users using the Service, in the event of a traffic accident proven to be caused by the Business User the amount of the deductible to be paid on the basis of the CASCO insurance for the motor vehicle, furthermore the amount of compensation payable by the Business User for breach of the GTC. The Business Client shall

<p>be responsible for any further charging and settlement of the fine, the CASCO Deductible and the amount of damages to the Business User.</p>
<p>14.3.5 Corporate Customer shall at all times have sufficient funds on its debit or credit card account to enable the Service Provider to deduct current charges as well as any fees, penalties, costs or damages from its Corporate Client Account. In the event that the Corporate Client fails to pay any of its fees, penalties, costs or damages under the Agreement, Service Provider shall be entitled to suspend the corporate profile of the Corporate Customer in the system until the payment is settled. During the period of suspension, Business Users will not be entitled to use the Service with their Business Account.</p>
<p>14.3.6 In order to verify by the Business Client that the Authorized Business User is using the Service for purposes in accordance with the agreement between the Corporate Customer and the Business User regarding the use of the Service, the Service Provider shall upon request by the Corporate Customer provide the Corporate Customer with the respective travel details of the Business User affected by the investigation. Requirement of the data transfer is that the Corporate Customer shall keep the applicable data protection obligations.</p>
<p><b>14.4 Prices, fees, terms of payment</b></p>
<p><b>14.4.1 Prices, fees</b></p>
<p>The applicable price list for the Corporate Customer is attached to the Business Framework Agreement.</p>
<p><b>14.4.2 Settlement</b></p>
<p>According to the business framework agreement, the corporate customer pays to the service provider on a monthly basis. The service provider will provide the corporate customer with a monthly billing summary of services for the current period and send it by e-mail to its contractual contact specified in the business framework agreement. The service provider prepares an itemized statement for the settlement summary which includes the basic fees and other fees (such as fines) charged during the transactions related to the given accounting period.</p> <p>Business users will not receive an invoice for the service but a "travel summary" of the use of the service by e-mail following the trip. The travel summary is a non-tax document certifying the use of the service.</p> <p>The invoice will be issued by the service provider every month. Pursuant to section 164 of act cxxvii of 2007 on the value added tax service provider will issue a collective invoice for performance every month within 15 days following the reference period.</p>
<p><b>14.4.3 Electronic invoicing</b></p>
<p>The billing method for a Business Client is electronic invoicing, which is transmitted by the Service Provider electronically to the Corporate Customer. An electronic invoice is issued by the Service Provider under the Act on VAT and the applicable regulations. Service Provider sends the e-invoice to the email address stipulated by the Corporate Customer in the Business Framework Agreement. The e-invoice sent to the email address specified by the Corporate Customer is deemed to be accepted by the Business Client on the fifth day from posting in the event that the Business Client does not receive the contrary written information. The Business Client is responsible for notifying the Service Provider on the info@mollimo.hu e-mail address within 10 days from the date of occurrence if the e-mail address changes.</p> <p>The e-invoice issued by the service provider corresponds to the applicable Act on VAT and includes any attachments to the invoice. The Corporate Customer is obliged to ensure that the retention of the e-invoices is kept on an ongoing basis, in a manner that excludes their subsequent modification and protects them against deletion, destruction or damage and</p>

excludes unauthorised access. In the event that the provider's electronic mail system fails (technical obstruction) and the sending or receiving of an e-invoice is impossible, the invoice will be issued on paper. The fact of technical obstruction shall be communicated immediately by the Party concerned after its detection to the other party via the contact points stipulated in the contract. Once the technical obstruction has ceased, the parties will return to e-invoicing again.

#### **14.4.4 Payment Delay**

Should the Party having payment obligation under the contract fail to settle any amount due to the other Party at the due date, it is regarded as late payment. For the period of the payment delay, that is from the first day of the delay to the day of actual payment of the amount overdue, the defaulting Party shall pay default interest according to the Hungarian Civil Code.

The Party in delay shall pay the accumulated default interest to the other Party in 8 days upon receipt of the demand letter. The default interest shall be calculated by the Parties on the basis of the actual number of days of the delay and considering 360 days per year.

The default interest shall be paid in the same currency as the currency of the overdue amount set out in the payment terms of the contract.

#### **14.5 Complaints**

The Business Client may make any complaints about the use of the service within 30 days of the date of the summary document containing the item complained. The limitation period is 30 days. A claim of the Business Client may be addressed by telephone, letter or e-mail to the Corporate Customer's contact point stipulated in the Corporate Framework Agreement. The Service Provider shall reply in writing within 30 working days of receipt of the written notice. The answer does not necessarily mean the closure of the complaint. In case of a claim, both the Business Client and the Service Provider are required to present certified copies of the relevant documents or if it is necessary, its original version. The fact of the complaint does not exempt the Business Client from its payment obligations to the Service Provider. If the liability of the Service Provider is determined as a result of the complaint, the Business Client is entitled to get refund.

#### **14.6 Communication rules**

##### **14.6.1 Electronic communications**

The Parties agree to notify each other of the information relating to the performance of the contract through an electronic mail system.

The contact details of the Service Provider and Business Client are included in the Corporate Framework Agreement.

For lack of confirmation of the receipt, the notifications sent electronically via email by the above contact persons shall be considered as delivered after one business day from sending.

Notices and confirmations sent in accordance with the contract in electronic form, by e-mail, will be passed on to the Corporate Customer and the Service Provider without authorized sign or supplementary identification, and are considered to be acknowledged and accepted by the Parties until proved otherwise.

The Parties are not entitled to refer in front of any court or authority to that the emails created pursuant to the provisions of the contract are not in line with the formal requirements of written documents made in the name of the company, unless it was provably applied with a fraudulent or other unlawful intention.

In case of a dispute regarding the identity of the sender or the content of an email, the sending Party shall evidence that the mail was not sent by the person indicated as sender or that it was sent with a content different from the delivered one.

The Parties declare that they consider the email system to be applied secure and appropriate at the time of signing of the contract and also undertake to inform the other Party without delay on the fact or information that the security of the system is threatened. Parties are liable for any damage arising from their late notification.

Parties agree that the electronically sent mail (e-mail) shall be only considered official contact way if it is explicitly allowed by the contract. Parties explicitly set forth that the contract shall not be amended or terminated by electronically sent mail.

#### **14.6.2 Delivery Rules for a letter with certificate**

If the Corporate Framework Contract prescribes that a legal statement shall be delivered by sending a letter with certificate of delivery and the addressee does not take over such mail with recorded delivery sent to its delivery address defined in the Corporate Framework Contract or in lack of this to its registered seat for any reason, the delivery of the mail has to be attempted again. If the repeated delivery proves to be unsuccessful, the mail qualifies as delivered within 5 (five) days from the repeated posting.

#### **14.7 Termination of the Business Framework Agreement**

##### **14.7.1 Termination of the Business Framework Agreement without cause**

Either of the Parties shall be entitled to terminate the contract in writing with a notice period of 30 days without specifying the reasons thereof.

The termination notice shall be handed over in person or sent by a letter with certificate of delivery to the other Party.

In case of termination Parties shall settle with one another all services and the contractual countervalue thereof, performed until the day of termination.

##### **14.7.2 Termination of the Business Framework Agreement for cause**

The Service Provider shall be entitled to terminate the contract in writing even with immediate effect and without liability for indemnification, in the following cases:

- a) if the Business Client and/or any person acting on behalf or as a representative of the same materially violates the provisions of the Business Partner Code of Ethics of MOL Group,
- b) if the Business Users of the Business Client use the service in seriously or repeatedly in breach of the contract,
- c) if the Business Client violates its non-disclosure obligations undertaken in the contract, or
- d) if statement or behaviour/action of the Business Client damages the Service Provider's reputation, business trustworthiness, or
- e) if the Business Client fails to meet the deadline of completion set out in the Business Framework Agreement, or
- f) if the Business Client repeatedly or materially violates its contractual obligations stipulated in the Business Framework Agreement and not referred to above,

- g) if the Business Client has a debt outstanding for more than 30 days against any member of the MOL Group the sum of which is at least EUR 1000 per any member of the MOL Group or the aggregate of all its debts outstanding for more than 30 days against the members of the MOL Group equals to or exceeds EUR 10,000 (in case any debt is outstanding in a currency other than EUR, such debt has to be converted on the rate of European Central Bank for such exchange / EUR (ECB fixing), or
- h) if the Business Client is insolvent or a petition for liquidation is filed against it.

The letter on termination for cause shall be delivered in person, by a courier or by sending a letter with certificate of delivery to the Business Client.

In case of termination the contract for cause by the Service Provider, Parties shall settle with one another all services performed and the contractual countervalue paid – including the breach of contract and its consequences – until the day when the termination becomes effective.

In case of termination the contract for cause the Service Provider reserves the right to enforce its rights arising from breach of contract, including the right of being indemnified.

#### **14.8 Reference**

The Business Client may only be entitled to refer to the Business Framework Agreement or its cooperation with the Service Provider upon the Service Provider's prior and express consent in writing. The Service Provider is entitled to revoke its consent provided at any time in writing without giving any reason.

#### **14.9 Acceptance of Business Partner Code of Ethics**

By signing the Business Framework Agreement, the Business Client certifies that it has reached the Business Partner Code of Ethics of MOL Group on [www.mol.hu](http://www.mol.hu), it has studied and understood what has been stipulated therein and expresses its consent to be bound by the obligations deriving therefrom.

#### **14.10 Provisions regarding personal data management**

The Business Client undertakes to comply with the rules of the Regulation 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation, hereinafter referred to as: GDPR) and the Hungarian legal provisions especially the rules of the Act CXII of 2011 on Informational Self-determination and Freedom of Information. The Business Client shall receive the written consent of the affected person(s) prior to forward any personal data and shall send such consent together with the personal data to the Service Provider. The consent shall unambiguously contain the name of the affected person, the Service Provider as data manager, the address of it, the purpose and term of the data management, the list of the managed data and also the signature of the affected person and on request the information compulsorily provided under the GDPR and the Act shall be attached as well.

The Business Client warrants that it complied with all statutory requirements in the course of transmitting the personal data to the Service Provider as the Business Client sufficient information to the data subjects and drew attention to the GTC provisions and the availability of the GTC. The Business Client shall be liable for all damages resulting from the failure to fulfil these obligations.

The Business Client shall be considered as an independent data controller regarding the Business Users' personal data for the purposes of this GTC. The Contract for Data Processing is the Annex 6 to the Business Framework Agreement.

#### **14.11 Liability**

The Service Provider shall not be liable for any damages resulting from any mistake or omission, negligence, improper use of the Service by the Business Client or Business User. The Service Provider shall not be liable for any damages resulting from the inadequate execution of the operation or for reasons aren't attributable to the Service Provider.

The Service Provider shall not be liable for any damages resulting from breaching the contract and the applicable legislation by the Business Client or by the Business Users.

#### **Non-disclosure clause**

*Parties agree that all data, facts – in particular, but not limited to the existence of the Business Framework Agreement and its contents – associated with the other Party and its activities received or obtained at any time, in any manner by one Party in connection with the conclusion and performance of the contract, shall be considered as business secret (confidential information) and as such, it shall not be disclosed or made accessible to third parties or be used for purposes other than performing the contract.*

*This provision shall not apply to the information handed over to MOL Group members. The fulfilment of the confidentiality obligation of MOL Group members is ensured by the Service Provider.*

*This provision shall not apply to the information to be disclosed by the Service Provider to third parties providing finance-accounting, legal, HR, insurance, additional financial or debt collection services for the Service Provider upon contract, and to the assignee in respect of the information necessary for the execution and performance of the assignment agreement in case of assignment of claims arising from the contract by the Service Provider furthermore to a third party if the contract requires the providing a financial security and the information is necessary for the execution and performance of the agreements that are connected to the required security.*

*The obligation of non-disclosure shall not apply to information which:*

- (i.) is in the public domain, or – due to a reason other than the act or omission of the receiving Party – subsequently becomes publicly known, or*
- (ii.) was provably in the possession of the receiving Party prior to the effective date of the contract, or*
- (iii.) the receiving Party acquired from a third party who is not under a confidentiality obligation vis-à-vis the Party concerned by such information, or*
- (iv.) is to be made public or disclosed pursuant to the law, stock exchange regulation or authority order, to the extent such disclosure is legally required.*

*The termination of the Business Framework Agreement for whatever reason shall not affect the present confidentiality obligation, which shall expire 3 years from the date of termination.*

#### **Annex 1: Privacy policy on the processing of certain personal data generated in the course of using car sharing services**



This is an unofficial, working translation of the „CARSHARING SZOLGÁLTATÁS IGÉNYBEVÉTELÉNEK ÁLTALÁNOS SZERZŐDÉSI FELTÉTELEI ÉS ADATVÉDELMI TÁJÉKOZTATÓ” (GENERAL TERMS AND CONDITIONS FOR THE USE OF CAR SHARING SERVICES AND PRIVACY POLICY) for information purposes only. In case of any discrepancies between the two versions, the Hungarian version shall prevail.

**The privacy policy is available under the following link: <https://www.mollimo.hu/hu/legal>**

This is an unofficial, working translation of the „CARSHARING SZOLGÁLTATÁS IGÉNYBEVÉTELÉNEK ÁLTALÁNOS SZERZŐDÉSI FELTÉTELEI ÉS ADATVÉDELMI TÁJÉKOZTATÓ” (GENERAL TERMS AND CONDITIONS FOR THE USE OF CAR SHARING SERVICES AND PRIVACY POLICY) for information purposes only. In case of any discrepancies between the two versions, the Hungarian version shall prevail.

## **Annex 2 - Information as per Government Decree no. 45/2014. (II. 26.)**

Please be advised that according to Section 29 of Government Decree no. 45/2014. (II. 26.), *“In the case of contracts for service delivery, if the Service Provider commenced delivery with the Consumer’s explicit consent given in advance, the Consumer loses the right to withdraw after the entire service has been delivered and the Consumer acknowledged that he/she will lose the right of termination after the entire service is delivered.”*

In the case of this Service, opening of the passenger car by the User with the help of the Mobile Application shall be deemed to be commencement of Service delivery with the User’s explicit consent given in advance.

(See section 7.4.8 of the GTC)

The Service Provider also draws the User's attention to the fact that the payment of the Registration Fee serves to compensate the costs incurred by identifying the User, verifying the reality of the data provided by the User and determining the right to conclude the contract. The Service Provider will not refund the Registration Fee even if the User wishes to terminate the framework contract based on the accordance with the Government Decree no. 45/2014 (II.26).

### **1. Annex 1 to Government Decree no. 45/2014. (II. 26.)**

Model instructions on withdrawal/termination

#### **Right of withdrawal/termination**

You have the right to withdraw from this agreement within 14 days without giving any reason. Similarly, once delivery under an agreement for service provision has commenced, you may terminate the agreement within 14 days without having to give reasons.

If you intend to exercise your right of withdrawal, you must submit a clear statement spelling out the intention to withdraw from the service (by mail, fax or by electronic mail) to the following address:

MOL Limitless Mobility Kft.  
registered office: H-1117 Budapest, Október huszonharmadika u. 18.  
[info@mollimo.hu](mailto:info@mollimo.hu)

You may also use the attached model withdrawal/termination form.

To meet the withdrawal/termination deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal/termination before the above period has expired.

#### **Legal effects of withdrawal/termination**

If you withdraw from the contract, we will refund all amounts paid by you within 14 days of receiving your statement on withdrawal. The method of refunding shall be the same as the method of payment used in the original transaction unless you specifically consent to using

any other method of payment; you will have to bear no extra cost pursuant to such other method of payment.

**Guidelines for completing the model information on withdrawal/termination:**

(1.....) Insert one of the phrases between quotation marks:

a) for contracts on the provision of services: “shall expire after 14 days from the date when the agreement was concluded”;

b) for contracts on the sale and purchase of goods: “shall expire after 14 days from the date on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods.”;

c) in the case of multiple goods: “shall expire after 14 days from the date on which you or a third party other than the carrier and indicated by you acquires physical possession of the last good.”;

d) in the case of delivery of a good consisting of multiple lots or pieces: “the day on which you or a third party other than the carrier and indicated by you acquires physical possession of the last lot or piece.”;

e) in the case of contracts for regular delivery of goods during defined period of time: “shall expire after 14 days from the day on which you or a third party other than the carrier and indicated by you acquires physical possession of the first good.”

(2) Insert the name, mailing address and phone number, fax number and e-mail address, if any, of your business.

(3) If you give the option to the consumer to electronically fill in and submit information about his withdrawal/termination from the contract on your website, insert the following: “You can also electronically fill in and submit the model withdrawal/termination form or any other unequivocal statement on our website [insert Internet address]. If you use this option, we will communicate to you an acknowledgement of receipt of such a withdrawal/termination on a durable medium (e.g. by e-mail) without delay.”

(4) In the case of sales contracts in which you have not offered to collect the goods in the event of withdrawal insert the following: “We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.”

(5) If the consumer has received goods in connection with the contract:

a) insert:

- “We will collect the goods.”, or

- “You shall send back the goods or hand them over to us or ... [insert the name and postal address, where applicable, of the person authorised by you to receive the goods], without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired.”;

and

b) insert:

ba) “We will bear the cost of returning the goods.”, or

*bb)* “You will have to bear the direct cost of returning the goods.”, or

*bc)* If, in a distance contract, you do not offer to bear the cost of returning the goods and the goods, by their nature, cannot normally be returned by post: “You will have to bear the direct cost of returning the goods, ... [insert the amount].”; or if the cost of returning the goods cannot reasonably be calculated in advance: “You will have to bear the direct cost of returning the goods. The cost is estimated at a maximum of approximately ... [insert the amount].” or

*bd)* If, in an off-premises contract, the goods, by their nature, cannot normally be returned by post and have been delivered to the consumer’s home at the time of the conclusion of the contract: “We will collect the goods at our own expense.”;

and

*c)* insert: “You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.”

(6) In the case of contracts for the provision of services, insert the following text: “If you requested that service delivery commence within the deadline for termination, in the event of termination by you, you must pay us the amount due for the services delivered proportionally until the date of termination of the contract. Similarly, we will refund the part of the consideration paid by you that exceeds the value of the service provided by us.”

## **Annex 2 to Government Decree no. 45/2014. (II. 26.)**

### ***Model withdrawal/termination form***

(please complete and return only if you intend to withdraw from/terminate the contract)

To:

I/we the undersigned hereby declare that I/we exercise my/our right to withdraw from/terminate the contract for the sale of the following product/s or provision of the following service/s:

Date of contracting/receipt:

Name(s) of consumer(s):

Address(es) of consumer(s):

Signature(s) of consumer(s): (only for forms submitted in hard copy)

Date

## **Annex 3 of Government Decree 45/2014 (II. 26.)**

*Model information on liability for defects, product warranty and guarantee*

### **1. Liability for defects**

*Which are the cases in which we shall be held liable for defects?*

In case of defective performance by the Service Provider, the customer may assert liability claims according to the provisions of the [Hungarian Civil Code](#).

*What rights can you enforce based on our liability for defects?*

You may raise the following claims, according to your choice:

You may request that the Product be repaired or replaced, except if compliance with the chosen right is impossible or it results in disproportionate expenses on the part of the business as compared to the alternative remedy. If you did not or could not request a repair or replacement, you may claim a pro rata reduction of the price paid or have the defect repaired

yourself or have it repaired at the cost of the business, or – ultimately – withdraw from the contract.

You may switch between your rights under liability for defects but you shall bear the cost of that switch, unless it was justified or done for a reason due to our business.

*What is the deadline for enforcing claims for liability for defects?*

You shall give notice of the defect immediately after becoming aware of it but no later than within two months of becoming aware of the defect. Please note that you may not enforce any rights concerning our liability for defects after a period of two years from the date when the contract was performed. The deadline for second-hand items is maximum one year.

*Who to enforce your claim against?*

You may enforce your liability claims against the business.

*What other conditions are there for enforcing such claims?*

Other than giving notice of the defect, there are no other conditions for making claims for liability for defects within six months of delivery, provided you confirm that the product or service in question was delivered by the Service Provider. On the other hand, after six months from delivery, it will be up to you to prove that the defect detected by you already existed at the time of delivery.

## **2. Product warranty**

*In what cases may you exercise your product warranty rights?*

In case of a defect of a movable object (product), you may – at your choice – exercise your right specified in clause 1 above or raise a product warranty claim.

*What are your rights under a product warranty claim?*

The only product warranty claims you may have are claims for repairing or replacing the defective products.

*When is a product deemed to be defective?*

A product is deemed to be defective if it fails to comply with the quality requirements in effect at the time it is released to the market, or if it does not have the features included in the product description provided by the manufacturer.

*What is the deadline for making product warranty claims?*

You may make product warranty claims within two years of the date when the product is released to the market by the manufacturer. Your right will lapse after this deadline.

*Who to make the claim against and what other conditions are there for making the claim?*

You may make product warranty claims only against the manufacturer or distributor of movable objects. In case of making a claim under product warranty, you will have to prove that the product was defective.

*When can the manufacturer (distributor) be relieved from its product warranty liability?*

The manufacturer (distributor) shall be relieved from its product warranty liability only if it is able to prove that:

- it did not manufacture or distribute the product in the framework of its business activities, or
- the defect was unrecognisable using the technology available at the time of releasing the product to the market, or

- the defect of the product has arisen out of the application of legislation or a statutory requirement.

The manufacturer (distributor) needs to prove only one of these reasons to be relieved.

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Please note that you may not make parallel claims for liability for defects and for product warranty on account of the same defect. However, if you successfully make a claim under product warranty, you may make claims for liability for defects in respect of the replaced product or repaired component.

*[If the business must provide a guarantee under law or contract, the following item 3 also needs to be inserted in the information:]*

### **3. Guarantee**

*In what cases may you exercise your guarantee rights?*

In case of defective performance, provided that a guarantee obligation was stipulated in the contract, the Service Provider shall be liable for guarantee under the contract.

*What are your rights under guarantee and what is the deadline for exercising them?*

*When will the business be relieved from its guarantee obligations?*

The business will be relieved from guarantee obligations only if it proves that the reason for the defect occurred after delivery.

Please note that no claims under liability for defects and guarantee or, respectively, product warranty and guarantee may be made for the same defect or in parallel and at the same time; but other than that, you are entitled to the rights stemming from guarantee regardless of the rights specified in items 1 and 2.

### Annex 3: Rates

Alapdíjak / Basic fees		VAT	ÁFA-val / Incl. VAT
Regisztrációs díj / Sign up fee		27%	HUF 5 900
Monthly Plan			
	Havidíj / Monthly fee	27%	990 HUF/month
<b>From 1st of July 2020 the monthly plan will represent a 20% discount on the current One Off Fee prices (rental + waiting minute fees) for the entire duration of the monthly plan subscription (including maximum daily fees).</b>			
One Off Fee			
	Bérleti díj / Rental fee VW Up és/and e-Up	27%	85 HUF/minute
	Bérleti díj / Rental fee Mercedes A	27%	119 HUF/minute
	Bérleti díj/ Rental fee Smart fortwo	27%	75 HUF/minute
	Bérleti díj/ Rental fee Smart forfour	27%	85 HUF/minute
	Bérleti díj/ Rental fee Kia Picanto	27%	85 HUF/minute
	Bérleti díj/ Rental fee Mercedes CLA	27%	129 HUF/minute
	Bérleti díj/ Rental fee Mercedes CLA Shooting Brake	27%	129 HUF/minute
	<b>Bérleti díj/ Rental fee BMW i3</b>	<b>27%</b>	<b>129 HUF/minute</b>
Várakozási díj / Stopover fee		27%	25 HUF/minute
<b>Daily fee</b>			
	<b>Maximális napi díj / Daily fee VW Up és/and e-Up</b>	<b>27%</b>	<b>12 499 HUF</b>
	<b>Maximális napi díj / Daily fee Mercedes A</b>	<b>27%</b>	<b>19 999 HUF</b>
	<b>Maximális napi díj / Daily fee Smart fortwo</b>	<b>27%</b>	<b>12 499 HUF</b>
	<b>Maximális napi díj / Daily fee Smart forfour</b>	<b>27%</b>	<b>12 499 HUF</b>
	<b>Maximális napi díj / Daily fee Kia Picanto</b>	<b>27%</b>	<b>12 499 HUF</b>
	<b>Maximális napi díj / Daily fee Mercedes CLA</b>	<b>27%</b>	<b>19 999 HUF</b>
	<b>Maximális napi díj / Daily fee Mercedes CLA Shooting Brake</b>	<b>27%</b>	<b>19 999 HUF</b>
	<b>Maximális napi díj / Daily fee BMW i3</b>	<b>27%</b>	<b>19 999 HUF</b>
<b>Fee per extra kilometers over 100 km</b>			
	<b>Extra kilométerdíj / Extra km fee VW e-Up</b>	<b>27%</b>	<b>0 HUF/km</b>
	<b>Extra kilométerdíj / Extra km fee VW Up</b>	<b>27%</b>	<b>49 HUF/km</b>
	<b>Extra kilométerdíj / Extra km fee Mercedes A</b>	<b>27%</b>	<b>49 HUF/km</b>
	<b>Extra kilométerdíj / Extra km fee Smart fortwo</b>	<b>27%</b>	<b>0 HUF/km</b>
	<b>Extra kilométerdíj / Extra km fee Smart forfour</b>	<b>27%</b>	<b>0 HUF/km</b>
	<b>Extra kilométerdíj / Extra km fee Kia Picanto</b>	<b>27%</b>	<b>49 HUF/km</b>
	<b>Extra kilométerdíj / Extra km fee Mercedes CLA</b>	<b>27%</b>	<b>49 HUF/km</b>
	<b>Extra kilométerdíj / Extra km fee Mercedes CLA Shooting Brake</b>	<b>27%</b>	<b>49 HUF/km</b>
	<b>Extra kilométerdíj / Extra km fee BMW i3</b>	<b>27%</b>	<b>49 HUF/km</b>
<b>Egyéb díjak / Other fees</b>			
Autópályák, autóutak és főutak használatának díjáról szóló rendelet szerinti pótdíj és ügyintézési díj / Additional toll fees/fines arising based on the regulation on the using of motorways, highways and main roads and process fee		*	Based on the fine + HUF 10 000
Biztosítási önrész és ügyintézési díj / Insurance contribution and process fee		*	Based on the invoice + HUF 10 000

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Eljárási díj kintlévőség-kezelésre való átadás esetén/ fedezetlen bankkártya esetén / Procedural fee for outstanding management	*	HUF 5 000
Biztosítási ügyintézés hátráltatása esetén fizetendő díj / Penalty in case of delaying the insurance administration	*	HUF 5 000
Szabálytalan sérülés jelentés esetén fizetendő díj / Penalty in case of irregular damage report	*	HUF 25 000
Forgalmi engedély pótlása / Lost registration certificate	*	HUF 5 000
Indító kulcs pótlása / Lost ignition key	*	HUF 100 000
Kibérelt személygépjármű jogosulatlan személynek való átadása / Handing over the vehicle to unauthorized person	*	HUF 50 000
Kiszállási díj Budapest közigazgatási határán belül / Call-out fee within Budapest	*	HUF 5 000
Kiszállási díj Budapest közigazgatási határán kívül / Call-out fee outside of Budapest	*	Based on the invoice + HUF 5 000
Közúti közlekedés szabályainak megsértésével összefüggésben kiszabott bírság, díj, pótdíj, egyéb költség és ügyintézési díj / Fines, fees, additional fees, other costs imposed in connection with a violation of road traffic rules and process fee	*	Based on the fine + HUF 10 000
Parkolási bírság vagy várakozási díj meg nem fizetéséből adódó pótdíj és ügyintézési díj / Parking fines or additional fees arising because of non-payment of parking fee and process fee	*	Based on the fine + HUF 10 000
Személygépjármű szállítási költség és ügyintézési díj / Towing and process fee	*	Based on the invoice + HUF 10 000
Takarítási díj / Cleaning fee	*	HUF 20 000
Defektes gumiabroncs javítási költség és ügyintézési díj / Reparation of a flat tire or puncture and process fee	*	Based on the invoice + HUF 10 000
Kötbér a személygépjármű 10 km alatti hátralévő hatótávval való lezárása esetén (7.3.3. pont) / Penalty in case the vehicle is locked with a range under 10 km (point 7.3.3)	*	HUF 10 000
Kötbér ittas vezetés esetén / Penalty for drunk driving	*	HUF 50 000
A jármű nem a 7.3.1 pontban meghatározottak szerinti lezárása miatt fizetendő díj / Fee for technically inappropriate car conditions	*	HUF 5 000
Reptéri díj / Airport fee	27%	HUF 1990
Reptéri parkolást segítő pasztik kártya nem rendeltetésszerű használatáért, elvesztéséért, megrongálásáért fizetendő kötbér / Penalty for improper use, loss or causing damage in the Airport parking plastic card	*	HUF 25 000
Lupa Beach díj / Lupa Beach fee	27%	HUF 490

\* Does not fall within the scope of the VAT Act



## **Annex 4: List of dedicated parking spaces**

For passenger car parking related specific conditions please examine the information displayed on the spot, at the dedicated parking lot.

In the parking spaces listed in Annex 4, LIMO users do not need to pay parking fees, in accordance with the paragraphs 7.3.2 and 7.4.3 of the General Terms and Conditions and also with the paragraph 7.5 and 7.6 regarding parking at the Liszt Ferenc International Airport and at Lupa Beach. These costs will be borne by the Service Provider.

<b>Parking spaces</b>	<b>Exact Address</b>
1. Parking spaces on the 5th floor of the Duna Plaza parking garage which has MOL LIMO logo on them	1138 Budapest Váci road 178.
2. 15 dedicated parking spaces of the Holiday Parking Lite of the Liszt Ferenc International Airport	2220 Vecsés, Holiday Parking Lite
3. 5 dedicated parking spaces of the Lupa Beach	2011 Budakalász, Tó street
4. 2 dedicated parking spaces in WestEnd City Center Shopping Center's parking lot, next to Sóház	1062 Budapest, Váci road 1-3

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## Annex 5: Conditions of the cooperation between MOL LIMO and Liszt Ferenc International Airport

In the Holiday Parking Lite parking spaces, Limo users do not need to pay parking fees, in accordance with the paragraph 7.5 of these GTC. These costs will be borne by the Service Provider.

Information about the Use of the Airport with LIMO vehicles:

### AIRPORT INFO

From 3rd June 2019!

**FROM CITY TO AIRPORT**      **FROM AIRPORT TO CITY**

- 1 START**  
Book a Limo in the Limo zone and head to the airport.
- 2 TURN LEFT AT THE OPEN-AIR AIRPLANE MUSEUM!**
- 3 TURN RIGHT**  
As you left the road leading to the airport terminals, turn right towards the Holiday Parking lot.
- 4 GATE**  
Cross the gate, that will open automatically, since it recognises the licence plate number. Should that not happen for some reason, use the card inserted into the onboard unit in the glove compartment. Do not forget to put the card back to its place, otherwise, you will not be able to end your trip in the app.
- 5 LIMO PARKING LOT**  
Park your Limo at one of the dedicated parking spaces.
- 6 END YOUR TRIP AND ARRIVAL**  
End your trip via the app and we add 1,990 HUF airport surcharge to the final amount of your trip.


Walk across the parking lot until you reach the terminals. It is around 7-9 minutes walking distance.

Have a safe flight!

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## AIRPORT INFO

From 3rd June 2019!



**FROM CITY TO AIRPORT**      **FROM AIRPORT TO CITY**

- 1 BOOK YOUR CAR**  
Leave the terminal look for and book any available cars via the app.
- 2 GETTING TO THE CARS**  
Walk across the parking lot and get into your chosen Limo.
- 3 EXIT**  
Drive out from the parking lot, the gate will open automatically, if not, please use the card in the glove compartment, inserted into the onboard unit.
- 4 YOUR LIMO TRIP AND ENDING YOUR TRIP**  
You reach your destination within the Limo zone.  
  
You end your trip via the app and we add 1,990 HUF airport surcharge to the final amount.  
  
See you soon!

## SOME HINTS FOR YOU



### GAS-POWERED VEHICLE

Choose a gas-powered vehicle, due to its range.



### CHECK THE CARD!

- A plastic card is inserted into the onboard unit in the glove compartment. This will be needed if the gate before the dedicated Limo parking lot will not open automatically.
- Please check whether the plastic card is in the vehicle before starting a trip and if you can not find the plastic card in the vehicle, please inform the Customer Service.
- Should you have to use the card, do not forget to put the card back to its place, otherwise, you will not be able to end your trip in the app.



### DON'T LEAVE IT FOR THE LAST MINUTE!

Arrive in a reasonable time at the Limo parking lot before what the airline tells you as arrival time.

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Illustration of the Airport parking plastic card:

