

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

(effective: from 20. September 2018 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 Please read the contents of these GTC carefully before using the services provided by MOL LIMO.** This Agreement contains the legally binding terms and conditions required for the use of the MOL LIMO Car Sharing App (hereinafter: 'APP') or the Website, and the services available under the APP (hereinafter: Services). By using the Service in any manner, including without limitation logging into and searching in the APP, you indicate having read, understood and consented to the terms and conditions set out herein. **If you do not wish to comply with the contents of these GTC, please do not use the APP or the Service, and/or please do not attempt to use the Service or log in to the APP.**

1.3 By way of the APP, MOL LIMO provides a Service for Users that enables the use of the car sharing service.  
Please visit the [www.mollimo.hu](http://www.mollimo.hu) website for further details.

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, which forms an integral part of the GTC.

1.5 The Service Provider reserves the right to amend or replace 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 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.

**User Account:** the technology by which the User is able to connect to the APP 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 APP 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, as set out in Annex 2.

**Mobile Application or APP:** 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.

Mobile device: technical device capable of mobile data traffic and mobile communication, including without limitation smart phones, tablets, phablets, etc.
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.
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 terminated the Framework Agreement in respect of them with immediate effect.
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.
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 APP as well. The Service Provider reserves the right to amend the scope of the LIMO Zone at any time.
Service Provider: <b>MOL LIMO</b> , providing the car sharing service available via the Mobile Application.
Website: the <a href="http://www.mollimo.hu">www.mollimo.hu</a> website.
<b>3. Scope of the GTC</b>
3.1 The personal scope of the GTC shall include the Service Provider, and the User concluding an agreement with the Service Provider for car sharing services.
3.2 <b>The Service is available only to natural persons of at least eighteen (18) years of age, who have a valid driving licence and obtained their licence to drive at least one (1) year prior to the conclusion of the Framework Agreement.</b> Use of or accessing the APP 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 APP, 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.
3.3 The GTC shall be effective from the date specified under the title, until withdrawn.
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 cease to offer the car sharing service.
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.
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 at least 15 (fifteen) calendar days prior to the effective date of the amendment. Exception from this rule is Annex 4 – Rates – of the GTC, which may be amended and published by the Service Provider directly – but a 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, 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 for the use of the car sharing service shall be concluded between the User and the Service Provider in the event that the User has accepted the GTC's provisions, has validly registered, paid the registration fee and the Service Provider has confirmed this in an e-mail sent to the e-mail address provided by the User.

4.2 Users may commence registration in the Mobile Application or on the Website.

4.3 At the time of registration, the Service Provider will require a copy of the User's driving licence. 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.

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

4.5 If a User fails to receive a confirmation e-mail 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.

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 24 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.

4.11 The technical steps for concluding the agreement:

Via the Mobile Application:

1. Downloading the APP from the App Store or Google Play store;
2. Entry of the data required for registration;
3. Acceptance of these GTC (by checking the relevant box);
4. Confirmation e-mail to the e-mail address specified by the User;
5. Use of Service via the Mobile Application (Individual Rental Agreement);
6. Stopping the use of the service via the Mobile Application, locking of the passenger car in line with the rules.

4.12 The Service Provider informs the User that the 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.

4.13 The APP 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.

4.14 Please check the information available on the website on the requirements concerning the technical background required to operate the application.

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.

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.

4.17 The information set out in Government Decree no. 45/2014. (II.26.) is set out in Annex 3.

## **5. User Account - login and deletion**

5.1 Users may log in to their User Account by using their User name and Password. Logging in is possible through the APP and the Website.

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

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 invalidate the User’s User name and Password, and will also 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 APP 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 new password generated by the system to the User’s e-mail address entered.

After logging in with it, users may change the generated password to a unique password of their own.

## **7. Use of Service**

**The Service may be used at the price and rates specified in the tariff table set out in Annex 4.** 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 APP. A given User can initiate a reservation for only one passenger car at a time. After booking a passenger car, Users have 20 minutes (“Reservation Period”) to open the passenger car (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.

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. Users may use the passenger cars only within the territory of Hungary.

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.

<p>7.1.7 In the course of using the passenger car rented, Users must comply with the rules of road traffic.</p>
<p>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.</p>
<p>7.1.9 Users must report any damage or error 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.</p>
<p>7.1.20 Users may contact the Customer Service in the event of any problem arising during the use of the car sharing service.</p>
<p>7.1.21 Users may use the passenger car only for private purposes, and may not offer additional services (such as taxi cab) using the passenger car.</p>
<p>7.1.22 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 APP. 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.</p>
<p>7.1.23 Users may not use the passenger car to transport animals.</p>
<p>7.1.24 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.</p>
<p>7.1.25 Users may only transport objects in the passenger car the transportation of which causes no damage to the passenger car.</p>
<p>7.1.26 It is prohibited to smoke and to consume food and beverages in the passenger car.</p>
<p>7.1.27 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.</p>
<p>7.1.28 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.</p>
<p>7.1.29 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.</p>
<p>7.1.30 The Service Provider shall not be liable for items left in the passenger car. However, whenever possible, it will try to return any items left in passenger cars to the Users.</p>

7.1.31 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.

7.1.32 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 and wait for MOL LIMO's staff on the spot.

7.1.33 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. If the ignition key is available in the passenger car, then 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. If the User suspended the trip via mobile application the Stopover Fee shall be paid from the starting time of the stopover until the shutting off of the stopover.

## 7.2 Terms of payment

7.2.1 Users may enter their debit/credit card details in the APP 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 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, by default for 30 days. 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 in the settings of his/her User Account. The User may do this any time during the 30 days validity of 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 every 30 days, until the User does not change to One Off Fee construction.

Payment of the monthly fee is only 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.

If the User decides that he/she wishes to withdraw the request for monthly plan, the User may change it in the APP before the monthly plan comes into force, meaning until midnight on the day of choosing the monthly plan. In the following 30 days the Service Provider does not change the payment construction, the monthly fee already paid shall not be recovered and discount cannot be given from it.

#### 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 summary 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 summary 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.

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.

7.2.6 The currency for settlement, invoicing and payment shall be: HUF

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.

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

<p>the User, in which case the Service Provider is entitled to credit the process fee – “Declined credit card process fee” – to the User according to Annex 4 of the GTC.</p>
<p><b>7.2.9 Rental Fee</b></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. The rental fee may vary depending on the type of the passenger car.</p>
<p><i>7.2.10 Registration fee</i></p>
<p>Users must pay the one-off Registration Fee at the time when valid registration takes place.</p>
<p>The Service Provider will withdraw the Registration Fee directly from the User’s account at the time of registration by the User, in the event that the conditions set out in these GTC are met and valid registration takes place on the basis of such conditions.</p>
<p>Payment of the Registration Fee is a prerequisite for concluding the Framework Agreement. The Service Provider does not recover the already paid Registration Fee, regardless whether or not the User have used the Service before he/she requested the deletion of his/her User Account.</p>
<p><i>7.2.11 Fees arising out of use not in conformity with the contract</i></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.</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></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:</p> <ul style="list-style-type: none"><li>• Insurance excess</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>
<p><i>7.2.12 Discounts</i></p>
<p>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.</p>
<p style="text-align: center;"><b>7.3 Locking and parking of passenger car</b></p>
<p>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:</p> <ul style="list-style-type: none"><li>• the passenger car is parked in a public area within the LIMO Zone or at a dedicated parking place defined in Annex 5., at a location where GPS and mobile internet signals may be received and parking is legal;</li><li>• the parking brake is not in drive setting;</li><li>• 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)</li><li>• city headlights, long-range headlights and positioning lights are unlit;</li><li>• the ignition key has been properly placed in the designated location; and</li><li>• the User has removed their personal belongings from the passenger car;</li><li>• all doors and windows are properly closed.</li></ul>
<p>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. The User is not allowed to stop the journey – meaning stopping the journey by locking the passenger car – in a private parking place, irrespective of the fact whether the parking place may be used for a fee or it is for free, except for the dedicated parking places defined in Annex 5. Any cost and/or fee arising of this shall be paid by the User.</p>
<p>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 with the further usage under 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.</p>
<p>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.</p>

<b>7.4 Other conditions for using the Service</b>
<p>7.4.1 The Service Provider may interrupt service provision temporarily, for the period of carrying out the necessary maintenance and updating works.</p>
<p>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.</p>
<p>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.</p> <p>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.</p>
<p>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.</p>
<p>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.</p>
<p>7.4.6 It is prohibited to perform information technology manipulation or reproduction of the APP 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.</p>
<p>7.4.7 Users must send a “Damage check” to the Service Provider via the APP after unlocking the passenger car, thereby indicating to the Service Provider whether there is any damage to the passenger car.</p>
<p>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.</p>
<b>8. Data Privacy</b>
<p>8.1 The detailed provisions concerning the processing of the User’s data and the Privacy Policy are set out in <b>Annex 1</b>.</p>
<p>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.</p>

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

<p>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.</p>
<p>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.</p>
<p>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.</p>
<p>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.</p>
<p>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.</p>
<p>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.</p>
<p>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.</p>
<p>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 APP or the Website.</p>
<p>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.</p>
<p style="text-align: center;"><b>10.2 User's liability</b></p>
<p>10.2.1 Users shall be obliged to bear or refund all damage arising out of any violation of the requirements set out in the GTC.</p>
<p>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.</p>
<p><i>Users shall be liable for the following in particular:</i></p>
<p>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.</p>

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.

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 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.

10.2.5 Users must notify the Service Provider via the APP 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 APP 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.

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 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 used solely by the User who concluded the Individual Rental Agreement. Users shall be liable for all damage arising out of transfers to unauthorised persons, and shall be liable for paying the fee defined in Annex 4.

10.2.9 The prerequisite for use is that Users may not use the Service for purposes other than those set out in these GTC and in legislation.  
Users may avail themselves of the Service only in person, for non-commercial purposes.  
Users shall be liable for all activities related to the use of the Service.

10.2.10 Users may not use their User Account, or allow the use of their User Accounts for any third party, for any of the following purposes or to use contents that

- a. infringe any patent, trademark, business secret, copyright, advertising right or the rights of any other person or legal entity, or any law or contract;
- b. contain any software virus or other computer code, file or programme designed or intended to interrupt, damage, restrict or prevent the proper operation of any software, hardware or telecommunication device of the Service Provider or any other third person or to attempt unauthorised access to any system, information, password or other information;
- c. was created by breaching any lawful – contractual or assignment-based – obligation existing in respect of any other person;
- d. present the persona of any person or legal entity, including the Service Provider’s employee or representative
- e. result in reselling the Service
- f. use the Service for any other purpose outside the scope of proper use, and may not allow other persons to do so.

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 24-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 APP. 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.

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 his obligation set out in the agreement (in these GTC).

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.

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.

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.

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

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

## Annex 2 - Framework Agreement

<b>FRAMEWORK AGREEMENT</b>	
<b>concluded between</b>	
<b>MOL Limitless Mobility Kft. (MOL LIMO)</b> Registered office: H-1117 Budapest, Október huszonharmadika u. 18. Tax ID: 26139223-2-43 Community Tax ID: HU26139223 Statistical Code: 26139223-7711-113-01 Company Reg. No.: 01-09-303981 <b>as Service Provider,</b>	
Surname and first name: Address: E-mail address: (hereinafter: “User”) <b>as User</b>	
Service Provider and User hereinafter jointly referred to as “Parties”, and separately as “Party”).	
By concluding this framework agreement (hereinafter: “Framework Agreement”), the User earns the right to use the car sharing service provided by the Service Provider (hereinafter: “car sharing service”) by concluding Individual Rental Agreements as User during the term of the Framework Agreement.	
The terms and conditions for using the car sharing service are set out in MOL Limitless Mobility Kft.’s “General Terms and Conditions for the Use of Car Sharing Services and Privacy Policy” (hereinafter: “GTC”). <b>The GTC and their annexes form integral parts of the Framework Agreement.</b>	
The User represents that he has become aware of, understood, accepts and recognises the GTC as binding on himself, including the Privacy Policy included as an Annex, as well as the information included in the GTC according to Government Decree no. 45/2014. (II.26.) and the particular rules applicable to distance contracts.	
This Agreement constitutes the entire agreement of the Parties established on the subject matter hereof. Any former verbal or written consultation or agreement concerning the conclusion of this Agreement and its subject matter shall be revoked. The habits the application of which was agreed by the Parties in their former business relationship and practices developed between the Parties shall not constitute part of this Agreement. Furthermore, habits widely known and regularly used by parties of similar agreements in the particular business do not constitute part of this Agreement either.	
<b>Budapest, __.__. 2018</b>	
<b>MOL Limitless Mobility Korlátolt Felelősségű Társaság</b>	.....

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 3 - 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)

#### **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 including transport costs within 14 days of receiving your statement on withdrawal (except for extra costs incurred because you selected a transport method other than the least expensive usual method of transport offered by us). 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.

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:]*

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### **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.

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## Annex 4: Rates

Alapdíjak / Basic fees		VAT	ÁFA-val / Incl. VAT
Regisztrációs díj / Sign up fee		27%	HUF 5 900
<b>Monthly Plan</b>			
	<b>Havidíj / Monthly fee</b>	<b>27%</b>	<b>990 Ft/month</b>
	<b>Bérelti díj / Rental fee VW Up és/and e-Up</b>	<b>27%</b>	<b>66 Ft/minute</b>
	<b>Bérelti díj / Rental fee Mercedes A</b>	<b>27%</b>	<b>99 Ft/minute</b>
<b>One Off Fee</b>			
	<b>Bérelti díj / Rental fee VW Up és/and e-Up</b>	<b>27%</b>	<b>77 Ft/minute</b>
	<b>Bérelti díj / Rental fee Mercedes A</b>	<b>27%</b>	<b>111 Ft/minute</b>
<b>Várakozási díj / Stopover fee</b>		27%	HUF 15/minute
<b>Egyéb díjak / Other fees</b>			
Autópályák, autótutak és főutak használatának díjáról szóló rendelet szerinti pótdíj és ügyintézési díj / Additional toll fees/finest arising based on the regulation on the using of motorways, highways and main roads and process fee		*	Based on the fine + HUF 5 000
Biztosítási önrész és ügyintézési díj / Insurance contribution and process fee		*	Based on the invoice + HUF 5 000
Eljárás fizetési felszólítás / fedezetlen bankkártya esetén / Declined credit card process fee		*	HUF 5 000
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 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

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