



This is an unofficial, working translation of the „MOL LIMO SZOLGÁLTATÁSÁNAK ÁLTALÁNOS SZERZŐDÉSI FELTÉTELEI ÉS ADATVÉDELMI TÁJÉKOZTATÓ” (MOL LIMO SERVICE GENERAL TERMS OF CONTRACT AND PRIVACY POLICY) for information purposes only. In case of any discrepancies between the two versions, the Hungarian version shall prevail.

## MOL LIMO SERVICE GENERAL TERMS OF CONTRACT AND PRIVACY POLICY (effective: from 2022.06.14. 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>

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## 1. Introductory provisions

1.1 These GTC contain the legally binding terms and conditions required for the use of the MOL LIMO Mobile Application or the Website, and the general terms of contract for the Service available in the framework of the Mobile Application. By using the Service in any manner, including without limitation logging into and searching in the Mobile Application. These GTC will constitute inseparable parts of all contracts aimed at using the Service. No contract can be validly concluded without the express acceptance of the GTC.

1.2 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.

1.3 MOL LIMO operates a system for community car sharing and, in relation to that, for the rental of other motor vehicles within the meaning of Act XLI of 2012 on Passenger Transport Services (referred to hereinafter as ‘Service’).

MOL LIMO provides this Service to its Users through a Mobile Application.

Further details of the Service are available on the [www.mollimo.hu](http://www.mollimo.hu) website.

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

1.5 The Service Provider’s code of ethics and business conduct applicable to its service provision activity is available at: <https://mol.hu/hu/molrol/etika-es-megfeleles/etika/>. The Service Provider acknowledges the Code of Ethics and Business Conduct as binding.

## 2. Definitions

**Individual Rental Agreement:** the individual rental agreement to be concluded by and between the User and the Service Provider on the basis and following the conclusion of the Framework Agreement for the use of the Service.

**User:** A natural person of at least 18 years of age, who has registered via the Mobile Application or the Website, holds a valid Category B driving licence, obtained at least one (1) year prior to the conclusion of the Framework Agreement, which entitles the holder to drive in the territory of Hungary further to Government Decree 326/2011 (XII.28) on administrative duties for road transportation, and the issuing and revoking of road transportation documents, and who has recognised these GTC as binding upon themselves.

**Personal User Account or User Account:** shall designate 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 features.



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**Mailing Address:** A valid, Hungarian location of the User registered in the Mobile Application, ie. the permanent residential address, place of residence and / or other address located in Hungary, where the User is accessible and receives the documents delivered to them.

Service Provider only accepts a Mailing Address within the territory of Hungary in the Mobile Application.

**Driving License:** a valid document entitling its holder to drive vehicles in the territory of Hungary in accordance with Government Decree 326/2011 (XII.28) on administrative duties for road transportation, and the issuing and revoking of road transportation documents, which complies with the criteria specified in that Decree and in correspondence with the fact that Service Provider will not accept an international driver's license.

**EEA State:** a Member State of the European Union and another State party to the Agreement on the European Economic Area, furthermore, a State whose nationals enjoy the same status as nationals of a State party to the Agreement on the European Economic Area under an international treaty concluded between the European Community and its Member States and another State not party to the Agreement on the European Economic Area.

**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.

**Mobile Application:** an application (IT solution) developed for and running on mobile devices, and through which Users can perform the registration required for using the Service, and can access their User Accounts and thereafter use the Service.

**Mobile device:** technical device capable of mobile data traffic and mobile communication, including without limitation smart phones, tablets, phablets, etc.

**Motor Vehicle:** an electrically, petrol or diesel powered vehicle that is made available to the User by the Service Provider for the purpose of using the Service.

**Motor Vehicle Unlock Fee / Unlock Fee:** a fee *paid* by the User in the interest of starting an Individual Rental Agreement

**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.

**Service:** shall designate the community car sharing service operated by the Service Provider, and, in relation to that, the service for the rental of other motor vehicles through the Mobile Application.

**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 concerning motor vehicles and the motor vehicles 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. The Service Provider will also make what are referred to as extra zones available to the Users, to be accessible on a temporary or permanent basis. In the extra zones the User shall, depending on the zone, pay an 'Extra zone fee' as indicated in Annex 3. The extra zones and their respective zones fee can be recognised by the letter 'P' in the Mobile



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Application, and the list of extra zones with their applicable zone fees are available at: <https://www.mollimo.hu/hu/legal>

Service Provider: MOL LIMO, which provides the Service available via the Mobile Application.

Website: the [www.mollimo.hu](http://www.mollimo.hu) website.

### 3. Scope of the GTC

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 enter into a Corporate Framework Contract with the Service Provider for the Service.

3.2 The Service is available only to natural persons of at least eighteen (18) years of age, who have a valid Hungarian Mailing Address, 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.

The Service Provider will accept a driving licence issued in Hungary or in an EEA State that allows driving in the territory Hungary, in respect of the right to drive and the date of obtaining such driving permit by the Government Decree 326/2011 (XII.28) on administrative duties for road transportation.

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.

The service provider also draws attention to the fact that it does not accept an international driving license.

The Service Provider only accepts a valid address within the territory of Hungary as the Mailing Address in accordance with point 2.

By using the Service and the Mobile Application, 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 Service in compliance with the provisions applicable to the amendment of the GTC, and to suspend or 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 information sheet containing the complete new wording of the GTC effective as of that date:

- At least one (1) calendar month prior to the effective date of the amendment where such includes any new privilege(s) for the User,
- At least five (5) calendar days prior to the effective date of the amendment where such includes any new obligation(s) for the User,

doing so on the Website, and it will make the same available at its Customer Service, and provide Users information about such amendment by email.

Exception from this rule is Annex 3 – 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 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 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 by and between the User and the Service Provider applicable to the Service will be established when the these GTC and Privacy Policy is accepted through the Mobile Application. The User will be eligible to conclude Individual Rental Agreements with the Service Provider upon the registration of the User by 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 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 driving license and at the same time by uploading the front page and a self-portrait with the driving license ('Selfie with the driving licence').



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That notwithstanding, the Service Provider will reserve the right to verify, at any time, whether the User has a valid driving licence acceptable in Hungary. 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 cancelled 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, except if the User participates in a corporate cafeteria plan in which his employer, by agreement with the Service Provider, requires the existence of a new User Account for the sole purpose of registering and using the benefits granted under the company cafeteria plan. In that case, another User Account could be created with the same 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 to third parties.

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.

The User shall provide for the security of their User Account and data. If the User Account is accessed by a third party or the data is disclosed to a third party and the User Account is thereby used by a third party, the User shall be primarily liable for settling trips taken using the User Account.

4.9 Once the Framework Agreement is concluded, Individual Rental Agreement(s) by and between the User and the Service Provider will come about upon the use of the Service. The Service Provider will make one (1) motor vehicle available to the User under an Individual Rental Agreement. The Individual Rental Agreement may be valid for a maximum of 72 hours.



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4.10 The subject matter of the Individual Rental Agreement will be the use of the Service 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 motor vehicle in the Mobile Application.

The Individual Rental Agreement shall be terminated when the User locks the motor vehicle using the Mobile Application.

#### **4.11 The technical steps for concluding the agreement:**

Via the Mobile Application:

1. Downloading the Mobile Application from the App Store, Google Play or Huawei AppGallery store;
2. Entry of the data and sending the necessary documents required for registration;
3. Acceptance of the GTC and Privacy Policy (by checking the relevant box);
4. The Service Provider registers the User (The Service Provider notifies the User via email to the e-mail address provided by the User)
5. Payment of the Registration Fee
6. Use of Service via the Mobile Application (Individual Rental Agreement);
7. Submit a Mandatory Cleanliness Report via the Mobile Application
8. Stopping the use of the service via the Mobile Application, locking of the motor vehicle in compliance with the rules.
9. Submit the 4 mandatory End Trip Report pictures via the Mobile Application about the status of the vehicle at the end of the Individual Rental Agreement
10. 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.

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 enter the agreement in its system used for keeping records on agreements. 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 used for contracting will be Hungarian.

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.

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 about any fact, data, circumstance or information that may arise and be deemed relevant in terms of using the 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 Information provision within the meaning of Government Decree 45/2014 (II.26) is included in Annex 2.



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## 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 Mobile Application 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 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 email 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 the Motor Vehicles

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

7.1.2 Users can reserve a motor vehicle in the Mobile Application. A given User can initiate a reservation for only one motor vehicle at a time. After reserving a motor vehicle, Users have 25 minutes (‘Reservation Period’) to open the motor vehicle (and thus conclude the respective Individual Rental Agreement). The Service Provider charges no fee for reservation. If the User fails to open the motor vehicle within the Reservation Period, the motor vehicle will be returned to open for booking status.

Where a User reserves the same passenger two times in sequence, but does not open the motor vehicle on either of those occasions using the Mobile Application, then they may not reserve the same motor vehicle for 120 minutes from making the second reservation.

7.1.2.1 Delivery of motor vehicle to site

The User will have the right to submit a request to the Service Provider to the effect whereby the Service Provider’s staff are to deliver the type of vehicle the User will have selected at their discretion from the Limo fleet to the location specified by the User. The user can submit this request through the customer service at least 24 hours before the planned delivery time,





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but at most 72 hours in advance. The User can request this service a maximum of once a week.

The Service Provider draws attention to the fact that the User's need can only be confirmed and can be fulfilled if the current load and utilization of the Limo fleet allows it and the parking facilities are provided at the location specified by the User. If the Service Provider confirms the User's request, the Service Provider will deliver the vehicle to the requested location as close as possible to the given address, depending on the available parking spaces. The User may contact the Service Provider's Customer Service by phone in connection with the receipt of the vehicle, as part of which the ordered motor vehicle will be reserved with their User Account.

If the User fails to open the motor vehicle within the Reservation Period, the rent will automatically start subject to stopover minute fee pricing, and last until the User starts their trip using the Mobile Application.

Simultaneously with the confirmation of the User's request, the Service Provider shall charge the User's registered bank card with the pre-booking fee specified in Annex 3.

If the Service Provider is unable to deduct this amount from the User's bank card, the User may not submit any further request until the Service Provider resolves the User from the prohibition.

7.1.3 Users can open the motor vehicle using the Mobile Application. The Individual Rental Agreement will enter into force upon the opening of the motor vehicle. The User will be obliged to verify that the vehicle registration plate number of the vehicle they have reserved in the Mobile Application and the vehicle registration plate number of the vehicle intended to be used correspond.

7.1.4 Users may take motor vehicles out of the LIMO Zone, however, the time spent there will count towards their rent, and Users will also be bound to pay the rental fee for this period. Users shall return the motor vehicles to the LIMO Zone by the end of the rent, but at the least before the expiry of the maximum duration per the Individual Rental Agreement (i.e. 72 hours). The Service Provider may periodically and occasionally (based on individual preliminary assessment) offer an extended maximum rental period for the Individual Rental Agreement, regarding which information will be provided on the [www.mollimo.hu](http://www.mollimo.hu) website. The Service Provider confirms the rental approval in advance via e-mail to the User. The Service Provider wishes to point out the fact that any such request by the User will solely be confirmed and honoured if the load and utilisation of the Limo fleet will allow this at the time. Users may only use motor vehicles within the territory of Hungary, i.e. they are not permitted to cross the borders of Hungary. Where a User violates this obligation, that will be considered a grave breach of contract, and the Service Provider will also charge the User for the border crossing fee specified in Annex 3.

7.1.5 Users shall use the motor vehicle in compliance with the provisions of these GTC and the User Guide, as well as the information videos found on the Website. The information videos can be found on the [www.mollimo.hu](http://www.mollimo.hu) website, as well as on the MOL LIMO Facebook page (<https://www.facebook.com/mollimobudapest/>).

7.1.6 If needed, the Service Provider may withdraw the given motor vehicle 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 rented motor vehicle, Users shall be obliged to comply with the rules set out in the traffic code.



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7.1.8 The Service Provider will see to it that the motor vehicles used in the context of the Service are continuously covered with motor insurance ('CASCO') and motor liability insurance. The deductible under the motor insurance policy taken out for the passenger car will be 10% of the total damage cover, a minimum HUF 300,000 (three hundred thousand Hungarian forints) that notwithstanding, and will be borne by the User. When calculating and charging the deductible to be paid by the User, the Service Provider will take the amount determined in the AUDATEX repair calculation or based on the invoice of the repair as the basis.

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 Service Provider will have the right to charge the User for the cost of repairing a punctured tyre, as well as for the handling fee under Annex 3, in case the puncture was confirmed to have been caused by reasons attributable to the User.

7.1.10 Users may contact the Customer Service in the event of any problem arising while using the Service.

7.1.11 Users may only use the motor vehicle for private purposes, and may not offer any additional services (e.g.: taxi) using the same, and may not use the motor vehicle for any business activity.

7.1.12 Users shall be obliged to keep the motor vehicle clean. In order to facilitate maintaining the cleanliness of the motor vehicles, Users are obligated to submit a 'Cleanliness Report' to the Service Provider using the Mobile Application at the start of every Individual Rental Agreement. Should the report regarding the cleanliness of the motor vehicle, as sent to Customer Service, be substantiated (confirmed with photos and/or determined by the Service Provider upon inspecting the motor vehicle), the Service Provider will have the right to charge the User who missed to submit the 'Cleanliness Report' or rented the car in the period immediately preceding such notification for the cleaning fees.

7.1.13 Users may not transport any animals in the motor vehicle.

7.1.14 In addition to the User, the maximum number of persons who may be in the motor vehicle must correspond to the maximum number of passengers permissible for the respective motor vehicle per 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 be bound to provide any necessary technical equipment for transporting the child.



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7.1.15 Users may only transport articles in the motor vehicle whose transportation will not cause any damage whatsoever to the motor vehicle.

7.1.16 Smoking and consuming food or beverages is prohibited in the motor vehicle.

7.1.17 Users may not operate the motor vehicle under the influence of alcohol or drugs or any other medicinal products that may restrict their ability to drive.

7.1.18 In the course of using the motor vehicle and the Service, Users shall proceed with the utmost care that may be expected of them, and take all measures in the interest of protecting the motor vehicle.

7.1.19 Users may not modify the motor vehicle or have it modified, thus in particular, may not remove any decals from or make repairs or have repairs made to the motor vehicle.

7.1.20 The Service Provider will not be held liable for any articles left behind in the motor vehicle, however, it will provide assistance and cooperate in returning such to their owner. Owners will be able to claim articles found in the motor vehicle at the Service Provider's registered office after providing proper proof of their ownership. The owner's of the items with identifiable ownership by the Service Provider will be notified, but after 3 months the found items will not be stored by the Service Provider.

Upon the express request of the User, the Service Provider will – where this is possible and subject to service load – remove the motor vehicle concerned in the case of a lost item, and commit to collecting the lost item, and make it available for collection. In this case the Service Provider shall charge the User with the relevant Call-out fee according to Annex 3.

7.1.21 Users shall be obliged pay any road toll (motorway toll) for the motor vehicle when using a motorway with a Smart fortwo, Smart forfour, Kia Picanto, Fiat 500, Volkswagen Up and e-Up motor vehicle outside the territory of Pest County. The Service Provider ensures an annual, national e-Vignette (motorway toll sticker) for Mercedes A, Mercedes CLA and CLA Shooting Brake, Hyundai Kona Electric, BMW i3, Opel Astra and Opel Combo Cargo motor vehicles.

7.1.22 If the motor vehicle displays any error message whatsoever, Users shall park the motor vehicle within the shortest possible time, and notify Customer Service without delay.

7.1.23 If a User does not yet wish to terminate using the Service, only to suspend it (putting it on hold), they may – after parking the motor vehicle in compliance with regulations – suspend their trip by locking the motor vehicle through the Mobile Application or – if available – with the key. Users shall pay – a Stopover Fee for the period of suspending the trip. The Stopover Fee will be valid from the time when the engine of the motor vehicle is stopped until the engine is restarted. 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. If the User parks the vehicle in the Limo zone, stops the engine and the additional conditions for terminating the rental are given according to clause 7.3.1 of the GTC, the Service Provider stops the rental automatically after 5 minutes for safety reasons and the rental is terminated. In order for the User to avoid the automatic termination of the trip by the Service Provider, the User can put the motor vehicle on stopover in the Mobile Application or with the help of the car's ignition key (if available in the given car).



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## 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 Pay monthly plan

*The monthly fee plan means a 20% extra discount on the current prices of occasional use (rental fees, stopover fees, extra kilometer and daily fees) for rentals started and finished during the term of an active monthly fee subscription.*

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 date and exact time of choosing the monthly plan scheme will be the invoice turning date (hereinafter 'date of accounting'). The User may cancel the monthly fee plan from the next date of accounting by removing the monthly plan option checkmark in their User Account settings, and switching the plan back to incidental use. 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



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User. The LIMO balance shall mean the amount which was credited to the User – according to the User’s choice – based on previous complaints.

If the amount of the monthly fee is not deducted from the bank card provided by the User and is refused by the bank, the system will automatically unsubscribe the User from the monthly plan and then the User can use the Service based on incidental pricing until the User re-subscribes to the monthly plan in the Application. The Service Provider does not send notification to the User about the unsuccessful deduction of the monthly fee.

#### 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 The Service Provider will send an electronic invoice to the User about the payment of the monthly fee on the day after the payment of the monthly fee.

The Service Provider will issue a summary invoice as specified in Section 164 of Act CXXVII of 2007 on Value Added Tax for Services rendered between the 1<sup>st</sup> and 15<sup>th</sup> calendar day, and/or between the 16<sup>th</sup> and the last calendar day of the month in review, within 15 days after the given period.

7.2.4 The summary invoice will include all fees incurred in the given period, except for the amount of the monthly fee, regarding which the Service Provider will send an invoice on the day following the payment of the monthly fee, on the basis of Section 58 of Act CXXVII of 2007, the accounting period is 1 month.

7.2.5 The Service Provider will send an electronic invoice to the User’s e-mail address for the Service(s) and any other fees incurred between the 1<sup>st</sup> and 15<sup>th</sup> calendar day and/or the 16<sup>th</sup> and the last calendar day of the given month. By accepting these GTC, the User accepts and agrees that the Service Provider will send his invoices to him electronically.

7.2.6 The currency for settlement, invoicing and payment will 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 even terminate the agreement with immediate effect, and send the User notification about that. The Service Provider will lift suspension of the User Account when the User has paid all tariff items in full. Should the User fall beyond 5 business days delay, the Service Provider will send dunning to the User.

If it is necessary to send late-payment notification to the User, in case of the first notification the Service Provider shall charge a fee of first late-payment notice as well in accordance with Annex 3 of these GTC.

If the User has not settled their debt after the first late-payment notification, the Service provider shall send them a late-payment notification again and charge the relevant fee of second and all further late-payment notices as well in accordance with Annex 3.

On the 5<sup>th</sup> 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



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with Annex 3 of the GTC. The Service Provider will terminate the Framework Contract for the Service with immediate effect with those Users whose case will have been transferred for receivables management two times due to debt. The Framework Contract for Carsharing shall be terminated no matter if the User pays or not the debt to the debit management company.

The Service Provider draws the User's attention to the fact that if the User initiates an illegitimate chargeback procedure at User's bank – notifying the bank that the amount that was deducted by the Service Provider are unauthorized debits, and the amount has been deducted correctly based on the Service Provider's GTC – the Service Provider is entitled to charge the User's account with the Chargeback fee in accordance with Annex 3.

#### 7.2.9.1 Motor Vehicle Unlock Fee

The Motor Vehicle Unlock Fee (Unlock Fee) will be shown separately in the invoice sent after the termination of the Rental Agreement, on top of the other costs of the certain trip, according to Annex 3 of this GTC, thus increasing the total amount of the trip.

#### 7.2.9.2 Rental Fee

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 motor vehicle and the length of the trip.

#### 7.2.10 Registration fee

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

The Service Provider will withdraw the Registration Fee directly from the User's account at the time of the registration initiated by the User.

If the User fails to comply with the terms and conditions provided for hereunder, the Service Provider will have the right to refuse their registration. Where the Service Provider does not register the User, no Registration Fee will be deducted.

#### 7.2.11 Fees arising out of use not in conformity with the contract

In other cases, the Service Provider shall invoice to the User other fees arising out of noncontractual 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.

#### ***The Service Provider may charge the following tariff items:***

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:

- Fee for replacement of the registration certificate
- Fee for replacement of the ignition key
- Cleaning fee

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<ul style="list-style-type: none"> <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 transportation cost and administration fee</li> </ul>
<p>C) Fees payable by an identified User will include, as specified 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 motor vehicle 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 supplementary fees arising because of non-payment of parking fee and administrative fee</li> <li>• Supplementary toll and administrative fee further to the decree on usage fees for motorways, highways and main roads</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 GTC Sections 7.1.8., 10.2.1., 10.2.2., 10.2.3. will include:</p> <ul style="list-style-type: none"> <li>• Insurance excess The deductible will be 10% of the total damage cover, a minimum HUF 300,000 that notwithstanding. However, any amount charged to a User may not exceed the total damage amount.</li> </ul> <p>If the User is charged with negligence or intentional damage, the User shall also pay the part of the damage that the Insurance company does not cover. When calculating and charging the deductible to be paid by the User, the Service Provider will take the amount determined in the AUDATEX repair calculation or in the invoice of the repair as the basis.</p> <p style="padding-left: 40px;">In case of a total loss or beyond economic repair event, the total damages amount, i.e. primarily compensation for the value of replacing the written-off motor vehicle and other damages, will be borne by the User.</p> <ul style="list-style-type: none"> <li>• Claim administration fee for damage to the motor vehicle</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 transportation 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>G) Other fee items to be charged to the User will include:</p> <ul style="list-style-type: none"> <li>• Liquidated damages for a breach of GTC Section 7.3.3 in the event the vehicle is locked with a remaining effective range of less than 10 km</li> </ul>

- Motor vehicle transportation cost and administrative fee by reason of a breach of GTC Section 7.3.3
- Breaching the rule based on point 10.2.3 there's a penalty in case of driving under the influence of alcohol, drugs or medicinal products (if the competent authority has established the fact of of driving under the influence of alcohol, drugs or medicinal products 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
- Breaching the rule based on point 7.1.13 there's a penalty in case of animal transportation
- Breaching the rule based on point 7.1.19 there's a penalty in case of modifying the vehicle
- Breaching the rule based on point 7.1.4 there's a penalty in case of exceeding the maximum rental time
- Breaching the rule based on point 7.1.4 there's a penalty in case of crossing the territory of Hungary
- Breaching the rule based on point 7.7.5 there's a penalty in case of unauthorized use of the plastic fuel card
- Breaching the rule based on point 7.7.5 there's a penalty in case of loss or causing damage in the plastic fuel card as described in point 7.7.5 of the GTC.
- Breaching the rule based on point 7.7.5 there's a penalty leaving the electric vehicle at the designated charging point at the end of the rental period.
- Breaching the rule based on point 7.2.8 there's a penalty in case of late-payment.
- Penalty for illegitimate chargeback procedure as described in point 7.2.8
- Damage repair cost and processing fee for missing the car damage report regarding point 7.4.7
- Damage repair cost and processing fee for missing the End trip report regarding point 7.4.9
- Breaching the rule based on point 7.4.9 there's a penalty in case of an irregular End Trip 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 the Motor Vehicle and Parking the Vehicle**

7.3.1 The Individual Rental Agreement will expire once the User has parked and locked the motor vehicle according to the conditions below and in line with regulations:

- The motor vehicle car is parked in a public area within the LIMO Zone or at a dedicated parking place specified 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;





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- 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;
- all doors and windows are properly closed.

7.3.2 The User may only park the motor vehicle at locations within the LIMO Zone where parking is permitted for the respective motor vehicle, waiting is not prohibited or restricted, also having regard to the provisions of Section 7.4.3. If the User parked the motor vehicle in a place where the parking time is limited (parking is only allowed during a specific time interval), the User will be obliged to pay the total amount of the parking fine due to illegal parking and the administrative fee according to Annex 3.

The User will not be allowed to conclude using the Service – i.e. the trip by locking the motor vehicle – in a private parking place whether it is a location where parking is subject to a fee or free, except for the dedicated parking places specified 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 may solely leave motor vehicles in an underground parking garage for a stopover and only motor vehicles which have an ignition key, so that the stopover can only occur by using the ignition key, and not through the application, since in the latter case there may be a loss of mobile data connectivity or GPS coverage which may hamper the further use of the vehicle after the stopover. Exceptions to this are the designated parking areas indicated in Annex 4. and the underground car park(s) detailed in the list of extra zones on the Service Provider's website.

The Service Provider points out the fact that it will charge a drop-off fee in accordance with Section 7.2.11 F) if the User parks the vehicle in a place where this is not allowed (e.g. spots not complying with the traffic code, in a private parking facility, etc.) and the Service Provider is informed of this, resulting in the obligation for the Service Provider to remove the vehicle from the place.

In this case, the User is not exempted from paying the amount of the fine that may have already been imposed by the authority due to improper parking.

7.3.3 User shall duly park and lock the motor vehicle in the LIMO Zone if the User sees that the range of the motor vehicle (as evidenced by the instrument cluster display) is between 10 to 20 km. An infringement of this rule will be considered a grave breach of contract, and in addition, in case the User locks the motor vehicle with a remaining range of less than 10 kilometres, the User shall also pay – in addition to any potential fine and administrative fee due to improper parking under Section 7.3.2 – HUF 10000, i.e. ten thousand Hungarian forints in liquidated damages to the Service Provider.

If the User concludes their rent with a remaining range of less than 10 km and the Service Provider is unable to take the vehicle to the nearest MOL service station (to the nearest MOL Plugee charging station for electric Limo vehicles) due to that, the Service Provider will be entitled to charge the User for car transportation costs and an administrative fee further to Annex 3 to the GTC.

7.3.4 Users may fill up petrol (VW Up, Kia Picanto, Fiat 500, Opel Astra, Mercedes A, Mercedes CLA, Mercedes CLA Shooting Brake) and diesel-powered motor vehicles (Opel



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Combo Cargo) with fuel corresponding to the type of the respective motor vehicle at Service Provider's cost using the fuel card found in the motor vehicle, as set forth in Section 7.7.5.

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

7.4.1 The Service Provider will have the right to interrupt delivery of the Service temporarily, for the period of carrying out any necessary maintenance, update or other required work that cannot be delayed.

7.4.2 Users shall be required to use Motor Vehicles consistently with their intended purpose. The Service Provider will upload user guides and information videos on its website, make their technical and operating descriptions accessible by inserting links on its website, and make the said available at its Customer Service Desk.

7.4.3 Users will not need to pay parking fees in public areas inside the LIMO Zone within the administrative territory of Budapest, as these costs will be borne by the Service Provider. If a User leaves the LIMO Zone and parks the motor vehicle outside thereof, the fee for this – i.e. the Stopover Fee and the parking fee valid for the respective zone – will be borne by the User.

If a User parks the motor vehicle – by suspending their trip and paying the Stopover Fee at the same time – in a paying parking lot commissioned for that purpose, whether within or outside the LIMO Zone, any such fee will be borne by the User.

7.4.4 The Service Provider may refuse providing the Service and may interrupt Service delivery to a User with immediate effect if so required by a legal regulation or court decision, or if the Service is used in conflict with the GTC or without due authorisation, or otherwise unlawfully or improperly, having regard to the purpose of the Service.

7.4.5 The Service Provider shall be required to provide advance notification to Users in due time, through electronic means or otherwise in a manner deemed appropriate by the Service Provider, about the reason and duration of any outage in the Service.

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 shall be required to send a 'Damage Check' in the form of a photo to the Service Provider via the Mobile Application after unlocking the passenger car, and thereby indicate 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 does not send a „Damage report” to the Service Provider before unlocking the passenger car, but the subsequent User sends a „Damage report” to the Service Provider, the Service Provider shall consider that the damage was caused by the User who missed to send a „Damage report”. In this case, the Service Provider is entitled to charge the relevant repair costs and process fee of the given damage in accordance with Annex 3 of these GTC. If the User uploads a vehicle photo to the Mobile Application that violates law and/or is not about the vehicle, the Service Provider may charge the User for the fee payable in case of improper damage reports, as well as to terminate the Framework Agreement, even with immediate effect, on the basis of an individual assessment.

7.4.8 By accepting these GTC, Users expressly acknowledge that they will lose their right to rescission and termination under Section 20 of Government Decree 45/2014 (II.26) following the performance of the complete service. The User opening the motor vehicle using the



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Mobile Application will be deemed to constitute the express commencement of the Service subject to the User’s prior consent.

7.4.9 User is obligated to upload 4 pictures of the motor vehicle from the Mobile Application within maximum 10 minutes after finishing their trip. The pictures shall be taken from the 4 corner of the motor vehicle clearly and visible showing the license plate number of the motor vehicle as indicated in Annex 7 of this GTC to be able to certify the condition of the motor vehicle.

Service Provider will draw attention to the fact that failing to provide an ‘End Trip Report’ will not exempt the user from the responsibility of the caused damage in the motor vehicle.

If the User does not submit an „End Trip Report” to the Service Provider after ending the Individual Rental Agreement as mentioned above, however the Service Provider becomes aware of a new damage on the motor vehicle, the Service Provider shall consider that the damage was caused by the User who missed to submit an „End Trip Report”. In this case, the Service Provider is entitled to charge the relevant repair costs and processing fee of the given damage in accordance with Annex 3 of this GTC.

If the photographs uploaded to the Mobile Application during an End Trip Report are violating laws, are non-real photographs, edited, manipulated in any other way, or have not been taken as described above, the Service Provider is entitled to charge the user by individual examination for the “Penalty in case of missing or uploading an irregular end trip report” in accordance with Annex 3 of this GTC and the Framework Agreement could be terminated with immediate effect.

## 7.5 Usage of MOL LIMO at the Airport

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.

7.5.1 Users will also be allowed to use the MOL Limo Service for trips to and/or from Liszt Ferenc International Airport. Users can start and finish their trip to and from the Airport using the 15 parking spaces designated for the Service Provider at the Holiday Parking lot, as indicated in Annex 5 to these GTC, and also indicated with road markings and signage at the site.

7.5.2 Should the trip be terminated or started at the airport LIMO parking lot (Holiday Parking ), 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.

7.5.3 The User commits to abiding by the provisions of the Airport Rules, available on the [https://www.bud.hu/repuloteri\\_rend](https://www.bud.hu/repuloteri_rend) website, when entering Airport grounds. Users may not claim that they are not aware of the effective provisions of the Airport Rules.

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.

7.5.5 Users may not transport any equipment and materials that could compromise or interfere with the operation of the Airport nor any explosive or highly flammable or hazardous



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materials (not even in sealed canisters) in the Limo motor vehicle when entering Airport grounds.

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.

#### 7.5.7 Accessing Airport grounds

When arriving at the Airport access control system, the system will recognise Limo motor vehicles' licence plate number, so the boom barrier will open after recognition, permitting the User to enter. Should the boom barrier fail to open automatically, the User can enter Airport grounds using the plastic card mapped to the licence plate number of respective motor vehicle, which can be found in the vehicle's 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.

The plastic card will solely facilitate access by the Limo motor vehicle for which it has been technically registered. The User shall be required to use the card for its intended purpose, i.e. for facilitating entry to the Airport grounds with the Limo motor vehicle. 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 shall park the motor vehicles taking the special rules applicable to parking at the airport into account, and in compliance with Section 7.3 hereunder. 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 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. If the User parks outside the Holiday Parking, 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. 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. In this case, the User shall pay the parking fee, and the Service Provider shall not take over, correct or credit this fee.

If the User parks motor vehicles in a parking lot where it is not allowed according to the provisions of these GTC and the applicable rules of the Traffic Code, they shall also be required to pay the administrative fee under Annex 3.

7.5.9 The Service Provider disclaims its liability for cases when a User claims to have missed their flight in connection with using the Service. To avoid that, the User will be required to observe the following rules:

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.



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It's the User's responsibility to rent a vehicle with the minimum distance of 80 km as required by these GTC, to avoid stopping on the road with the passenger car. A violation of this obligation will constitute a grave breach of contract.

In case the motor vehicle breaks down on the way to the Airport (engine failure or any other malfunction that requires repairs by a workshop; not including the case when the User rents the respective vehicle with less than 80 km remaining range), the User shall be required to notify the Customer Service and request assistance without delay.

The Service Provider also disclaims its liability for cases where the User were to claim that they were unable to use the Service because no free Limo motor vehicle had been available at the Airport.

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

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 paragraph of these GTC.

7.6.1 Users will also be allowed to use the MOL Limo Service for trips to and/or from Lupa Beach. They can start and finish their trip to and from Lupa Beach using the 5 parking spaces designated for the Service Provider adjacent to the Main Entrance at the Lupa Beach parking lot, which are marked at the site.

7.6.2 If the User concludes their trip at Lupa Beach, the Service Provider will charge the User for the 'Lupa Beach fee' as set out in Annex 3 on top of the other costs of the trip, and that fee will be added to the amount of the trip right after its conclusion, thereby increasing the total amount due for the trip. If the User starts the trip at Lupa Beach, the Service Provider will not charge the 'Lupa Beach convenience fee'.

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.

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.

#### **7.6.5 Accessing Lupa Beach grounds**

When arriving at the Lupa Beach access control system, the system will recognise Limo motor vehicles' registration plate number, so the boom barrier will open after recognition, permitting the User to enter. Users can enter and leave Lupa Beach grounds 24 hours a day.

In order to enter to the Lupa Beach Area the Users shall be obliged to these requirements: 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. A violation of this obligation will constitute a grave breach of contract.

Users may also rent electric motor vehicles for their trip to Lupa Beach, however, liquidated damages will be payable due to a breach of the provisions set out in GTC Section 7.3.3 in case the vehicle is locked with a remaining effective range of less than 10 km.

In case the motor vehicle breaks down on the way to Lupa Beach (engine failure or any other malfunction that requires repairs by a workshop; not including the case when the User rents the respective vehicle with less than 50 km remaining range), the User shall be required to notify the Customer Service and request assistance without delay.



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In case the User wishes to start their trip from Lupa Beach, they will be able to reserve a motor vehicle for 25 minutes each two times in a row in accordance with Section 7.1.2 hereunder.

The Service Provider disclaims its liability for cases where the User were to claim that they were unable to use the Service because no free Limo motor vehicle had been available on the grounds of Lupa Beach.

## 7.7 Longterm rental

7.7.1 In accordance with the provisions of Section 7.1.4, the Service Provider can provide the motor vehicle rental for a maximum of 72 hours.

User acknowledges that obliged to pay a minute fee during the trip until the rental exceeds the maximum daily fee's amount.

If the trip exceeds 24 hours, for every day started from the date of booking the User shall pay the daily rate based on the Annex 3.

User can cover 100 kilometers for each daily fee. If the trip exceeds 100 kilometers, for the extra kilometers the Service Provider charges extra kilometer fee over 100 km based on the Annex 3.

If the User's trip involves several days, the Service Provider takes account the amount of kilometers included in the daily fee for the entire trip, so the User is only obliged to pay the extra kilometers.

/For example:

User has traveled 220 kilometers in total of 2 days.

Regardless of whether completed the 200 kilometers on the first day or only on the second day, User has a total 100 kilometers per day for the price of the daily fee, so the Service Provider will only charge an extra kilometers for the remaining 20 kilometers./

7.7.2 If there is a difference between the amount of per-minute charges (exceeding 24 hours) payable by the User on the basis of the time actually traveled for a trip exceeding 24 hours and the amount of daily fee for the new started day, the User will be refunded upon request.

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

7.7.4 Users shall be obliged to pay any road toll (motorway toll) for the motor vehicle when using a motorway with a Smart fortwo, Smart forfour, Kia Picanto, Fiat 500, Volkswagen Up and e-Up motor vehicle outside the territory of Pest County. The Service Provider ensures an annual, national e-Vignette (motorway toll sticker) for Mercedes A, Mercedes CLA and CLA Shooting Brake, Hyundai Kona Electric, BMW i3, Opel Astra and Opel Combo Cargo motor vehicles.

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 will have the right to refuel or recharge the vehicle.

Users may fill up petrol (VW Up, Kia Picanto, Fiat 500, Opel Astra, Mercedes A, Mercedes CLA, Mercedes CLA Shooting Brake: EVO 95) and diesel-powered motor vehicles (Opel Combo Cargo: EVO Diesel) with fuel corresponding to the type of the respective motor vehicle at Service Provider's cost using the Fuel Card found in the motor vehicles. Before starting the refueling, the User can request a PIN code for the fuel card at the Service Provider's Customer Service. The Service Provider will activate refuelling if the User has no outstanding debts with the Service Provider. The fuel card authorises the User to make purchases solely at MOL Service Stations and only to buy EVO 95 type petrol or EVO Diesel type diesel fuel. The maximum daily limit of the fuel card is 40 000 HUF, i.e. the User can



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use this amount per day. The User shall be obliged to reimburse the fee for refuelling in excess of that amount, and the Service Provider may not be held liable for the same.

The fuel card may solely be used to refuel the Motor Vehicle for which it has been technically registered. The User is responsible for the loss or damage of the fuel card, he is obliged to compensate the Service Provider for the damage caused. In this case, Service provider is also entitled to charge the User the fee set out in Annex. 3 of this GTC. In the event of any misuse of the fuel card, the Service Provider will also have the right to charge the User for the fee specified in Annex 3.

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

If it is established that the User did not refuel using fuel of the type prescribed for the motor vehicle (i.e. other than petrol), they shall be required to compensate the Service Provider for the resulting damage.

The User can charge the electric motor vehicles at the Service Provider's cost at MOL Plugee electric charging service stations. The Service Provider can only start the charging free of charge at MOL Plugee's electric filling stations. Service provider can not provide a charging cable for charging. The User may apply to the Service Provider's Customer Service by phone in connection with start the charging. The Service Provider will activate recharging if the User has no outstanding debts with the Service Provider. The maximum charging time is 2 hours, after the mentioned period the charging will be stopped automatically. If the User concludes rent at an electric charging service station, i.e. leaves the motor vehicle there, the Service Provider will have the right to charge the User for the fee specified for that case in Annex 3.

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 If the User exceeds the maximum rental period specified in clause 7.1.4 without the permission of the Service Provider and does not return the vehicle to the Limo zone within the approved period, the Service Provider reserves the right to terminate the User's rental unilaterally at any time. The Service Provider shall also charge a fee for exceeding the maximum rental period set out in Annex 3.

7.7.8 The User will solely be eligible to use the Motor Vehicle in the territory of Hungary, and should they leave the territory of the country with the Motor Vehicle, the Service Provider will charge the User for the border-crossing fee specified in Annex 3, in accordance with Section 7.1.4.

7.7.9 The user can put the vehicle on stopover as described in clause 7.1.23, if the User wants to pause the rental and does not want to finish it. If this is not done, the rental will be terminated by the Service Provider for security reasons as described in clause 7.1.23.

## **7.8 Usage of the extra zones**

7.8.1 The Service Provider will also make what are referred to as extra zones available to the Users, to be accessible on a temporary or permanent basis. In the extra zones the User shall, depending on the zone, pay an 'Extra zone fee' as indicated in Annex 3.



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The extra zones and their respective zones fee can be recognised by the letter ‘P’ in the Mobile Application, and the list of extra zones with their applicable zone fees are available at: <https://www.mollimo.hu/legal>

7.8.2 When travelling to or from the extra zone, the User shall be required to apply the special rules set out in this Section 7.8 consistently with the other sections of these GTC.

7.8.3 Should the User begin or conclude their trip in an extra zone, the Service Provider will have the right to also charge the ‘Extra zone fee’, depending on the respective zone, that is set out in Annex 3 on top of the other costs of the trip, and for the User (both for starting or concluding trips in the territory of the zone), and said fee will be added to the amount of the trip right after its conclusion, thereby increasing the total amount due for the trip.

7.8.4 The User shall be required to use the grounds of extra zones, particularly, but without limitation, parking spaces designated for the Service Provider, as intended, to preserve their condition, and Users will be liable for any damage they will have been proven to have caused at extra zone grounds.

## 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.





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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 The 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 will only be liable for any damage arising out of the grossly negligent conduct (omission) of the Service Provider and/or its representatives or staff if the occurrence of damage was foreseeable at the time of demonstrating such conduct (omission) and the conduct violates a material 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 whose performance is indispensable for the use of the Service by the User concerned will be



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deemed to be material. 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 The User's Liability

10.2.1 Users shall be obliged to bear or be liable for refunding all damage arising out of any violation of the requirements set out in the GTC, thus, in particular, but without limitation, in the motor vehicle they use.

10.2.2 Users will be relieved of their liability if they prove that the breach of contract was caused by a circumstance beyond their control that could not be foreseen at the time of concluding the agreement, and they could not have been expected to avoid that circumstance or avert the damage.

Users will furthermore be relieved of their liability to the extent that the motor vehicle's insurer recompenses the damage caused. 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.

In connection with the assessment of their liability for damages and the amount of compensation, the User may not claim that the Service Provider failed to exercise due care, diligence or reasonableness when selecting the workshop that is to carry out the repair of the motor vehicle.

*The User will be liable for the following in particular:*

10.2.3 Users are liable for and shall warrant that they will use the Service only in a manner that fully complies with the requirements of as-intended use, as well as with statutory requirements and standards as may be effective at the time.

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 motor vehicle is damaged, due to reasons attributable to the User, to an extent whereby the motor vehicle's insurer classifies the repair of the vehicle as technically impossible or economically unjustified (total loss), the User's liability for damages shall primarily extend to compensating the replacement value of the motor vehicle that has been written-off as a total loss, so that the User shall be required – in addition to the indemnity paid by the insurer and the value of



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the motor vehicle's wreck – to reimburse the Service Provider for the total amount which would enable the Service Provider to replace the damaged motor vehicle from the Hungarian commercial market with a motor vehicle of at least identical age, trim level, 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 motor vehicle insurer will not cover any damage caused while driving under the influence of alcohol, drugs or medicinal products, therefore in such cases the User shall be obliged to recompense full damages caused in the motor vehicle and the assets of third parties, on top of any costs the Service Provider will have incurred in this context.

10.2.4 In the event that the User fails to check whether the motor vehicle they rent is suitable for as-intended use, or if they notice that the motor vehicle is unfit for its intended use – i.e. particularly, but without limitation, that it has a puncture tyre –, but they nevertheless take it and use it, then the User will bear all risks arising from such unsuitability for intended use and will be liable for any damage arising from the motor vehicle being unsuitable for its intended use. The Service Provider will have the right to charge the User for the cost of repairing a punctured tyre, as well as for the handling fee under Annex 3, in case the puncture was confirmed to have been caused by reasons attributable to the User.

10.2.5 Users shall be required to notify the Service Provider, via the Mobile Application, about information implying that the use of the motor vehicle by the previous User was in violation of the GTC, as well as any signs they might observe which suggest that the motor vehicle could have been vandalized by third parties. If proven, the Service Provider will take the necessary measures.

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 permit third parties to dispose over their User Account or drive the rented motor vehicle. The motor vehicle may be driven solely by the User who concluded the Individual Rental Agreement. Users will be liable for all damage arising out of transferring disposal over their User Account or allowing others to drive the rented motor vehicle, and shall also be liable for paying the fee specified 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 lock and park the motor vehicle in the LIMO Zone in compliance with regulations when the maximum 72-hour rental period under the Individual Rental Agreement



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expires. Users shall be required to pay the Rental Fee and will be held liable for damages until properly locking inside the LIMO Zone.

10.2.13 In the event that the removal of the motor vehicle or transporting it back to the Service Area becomes warranted by reason of its damage or defect, or as a consequence of the User's conduct in violation of traffic rules, or if attributable to the expiry of the Individual Rental Agreement outside the LIMO Zone for some reason, the User concerned shall be obliged to recompense the Service Provider for the Transportation Cost and administrative fee.

10.2.14 Users shall be required to pay any fine, fee, supplementary fee or other cost (hereinafter 'fine') imposed in connection with the violation of traffic rules. The Service Provider will be eligible to charge the User for the amount of (the) fine(s) after taking delivery of the applicable decision, resolution, notice, dunning or other document imposing the fine payment obligation.

The Service Provider will also have the right to charge the User for a fine and will not be able to take into consideration the User's subsequent report filed when the Service Provider has already charged the fine for improper parking to the User, whereby they were unable to park the motor vehicle in another, appropriate location, because the user closed their trip with a range of less than 20 km and the motor vehicle did no longer appear in the Mobile Application among the available vehicles for hire. 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 shall notify the police and the Service Provider immediately if the motor vehicle is involved in a road accident. Users must wait for the police forces and the team member of Service Provider 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 the User leaves the road accident's location without notifying the Service Provider or for a 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 leaves the road accident's location or fails to return the completed and signed damage claim form to the Service Provider as specified in these GTC and agreed in advance, they shall also be required to pay the 'Fee payable for causing delays in insurance related case processing' further to Annex 3.

10.2.16 If the person who caused damage to the motor vehicle during the term of the Individual Rental Agreement concluded by the User settles damage payment with the respective User, then that User shall pay the same to the Service Provider as damages, by wire transfer. Payment of these damages to the Service Provider will 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.



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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 termination for cause by the Service Provider, the Parties shall settle accounts with each other regarding Services rendered until the effective date of termination, including the breach of agreement and its consequences.

In the event of termination for cause, the Service Provider will reserve the right to assert its rights stemming from the breach of agreement, including its right to the compensation of 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 termination for cause by the Service Provider, all Individual Rental Agreements concluded on the basis of the Framework Agreement will expire 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, detailed description of the User’s complaint, list of documents and other evidence presented by the consumer, a statement from the business on its position concerning the User’s complaint if it is possible to investigate the complaint immediately, 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 three (3) years, and present them if requested by the authorities auditing such items.

12.7 In the event of a consumer dispute, Users may contact the arbitration boards with jurisdiction per the User’s place of permanent or temporary residence. The seat, phone and internet contact details and mailing address of the arbitration boards can be found at the [https://fogyasztovedelem.kormany.hu/#/hova\\_fordulhatok](https://fogyasztovedelem.kormany.hu/#/hova_fordulhatok) website.

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



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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. This consent will take effect upon 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 Provisions of the General Terms of Contract Applicable To Business Clients and Business Users**

This chapter sets out the special terms and conditions of the Service provided by the Service Provider applicable to Business Clients and Business Users. 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 within the meaning of the Civil Code effective at the time that has entered into a Business Framework Agreement with MOL LIMO, and is entitled to provide use of the Service to individuals of its choice and to enrol these individuals in the MOL LIMO system on the basis of the Business Framework Agreement and subject to bearing the costs thereof itself.

**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.



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<p>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.</p>
<p>Civil Code: Act V of 2013 on the Hungarian Civil Code.</p>
<p><b>14.2 Basic Provisions Referring to the Use of the Service</b></p>
<p>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 subject to the Business Client bearing the costs.</p>
<p>14.2.2 How to use the Service</p>
<p>The Service Provider will create what is known as a ‘company profile’ for the Business Client in its 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.</p>
<p>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.</p>
<p>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</p>
<p>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.</p> <p>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.</p>
<p><b>14.3. Business Client rights and obligations</b></p>
<p>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.</p>
<p>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.</p>
<p>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.</p>





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14.3.4 The Business Client will assume responsibility for directly paying, upon written request by the Service Provider, any fines, fees, costs or other charges (hereinafter ‘fines’) incurred by its Business Users who use the Service and charged to their Business Account, arising through breach of the GTC by such Business Users, the amount of the deductible payable on the basis of motor insurance cover taken out for the motor vehicle in the event of a traffic accident proven to have been caused by the Business User, furthermore, the amount of compensation of damages payable by the Business User for a breach of the GTC. The Business Client will be responsible for any potential further charging the Business User for the fine, the motor insurance deductible and the amount of damages, as well as for settling the same.

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.

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.

#### **14.4 Prices, fees, terms of payment**

##### **14.4.1 Prices, fees**

The applicable price list for the Corporate Customer is attached to the Business Framework Agreement. In addition to the Business Framework Agreement tariff's the Service Provider will charge the Corporate Customer an availability fee of HUF 5,000 + VAT per month for each month started.

##### **14.4.2 Settlement of accounts**

According to the business framework agreement, the corporate customer pays to the service provider on a monthly basis. The Service Provider will provide the Business Client with a *monthly* billing summary of Services for the current period, and send it by email 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.

The Business Client will consent, if it has a claim against the Service Provider, to the Service Provider setting off their overdue debt arising from the contract against the claim as consideration for the Services.

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.



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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.

#### **14.4.3 Electronic invoicing**

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. If its email address is changed, the Business Client will be responsible for notifying the Service Provider, by sending notification to the info@mollimo.hu email address within 10 days from the date of change.

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 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.



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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 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.

##### **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.



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

14.7.1. The parties agree that if the Business Framework Agreement is terminated, the registration of the Business User will also be terminated, so the Business User is not entitled to use the service.

14.7.2. In the event of termination of the Business Framework Agreement, the Business Customer shall inform the Business Users that they will not be able to use the service due to the termination of the Business Framework Agreement.

#### **14.7.3. Termination of the Business Framework Agreement for convenience**

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 document should be delivered in person, by a courier, by sending a letter with certificate of delivery, or via e-mail to the other party. If the termination is sent by electronic mail, it shall be deemed valid if it has been signed by the Party authorized to represent the Business Client.

In case of termination, the Parties shall be required to settle with each other all Services that will have been provided until the effective date of termination and the contractual monetary consideration for the same.

#### **14.7.4 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:

- 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,
- if the Business Users of the Business Client use the service in seriously or repeatedly in breach of the contract,
- if the Business Client violates its non-disclosure obligations undertaken in the contract, or
- if statement or behaviour/action of the Business Client damages the Service Provider's reputation, business trustworthiness, or
- if the Business Client fails to meet the deadline of completion set out in the Business Framework Agreement, or
- if the Business Client repeatedly or materially violates its contractual obligations stipulated in the Business Framework Agreement and not referred to above,
- 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
- if the Business Client is insolvent or a petition for liquidation is filed against it.



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

If the extraordinary notice is sent by e-mail, it shall be deemed valid if it has been signed by the Party entitled to represent the Business Client.

In case of termination for cause by the Service Provider, the Parties shall settle accounts with each other regarding Services provided until the effective date of termination, and the contractual monetary consideration for the same, including any breach of contract and its consequences.

In the event of termination for cause, the Service Provider will reserve the right to assert its rights stemming from the breach of agreement, including its right to the compensation of damages.

#### **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.



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#### **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 breaching the contract and the applicable legislation by the Business Client or by the Business Users.

#### **14.12 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.

Furthermore, this provision will 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 by 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 related 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.



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## **Annex 1: Privacy Policy for the Processing of Certain Personal Data Generated in the Course of Using the Service**

The privacy policy is available by clicking the following link:

[https://www.mollimo.hu/pdf/HU/limo\\_egyseges\\_adatvedelmi\\_tajekoztato\\_20211008.pdf](https://www.mollimo.hu/pdf/HU/limo_egyseges_adatvedelmi_tajekoztato_20211008.pdf)



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## **Annex 2 – Information provision within the meaning of Government Decree 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 they will lose the right of termination after the entire service is delivered.”*

For the Service at hand, the User opening the motor vehicle using the Mobile Application will be deemed to constitute the express commencement of the Service subject to the User’s prior consent.

(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 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.





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

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

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

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.”;

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.”;

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.”;

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.”

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

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.”

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.”

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



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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 product, i.e. ... [insert amount] for shipping.”; or if the cost of returning the product 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 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 to Government Decree 45/2014 (II.26)**

### ***Model information on Accessories Warranty, product warranty and guarantee***

#### **1. Accessories Warranty**

*Cases when you can exercise your rights under implied warranty.*

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 IAccessories Warranty?*



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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 Accessories Warranty 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 Accessories Warranty?*

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 Accessories Warranty 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



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- the defect was unrecognisable using state of the art science or technology available at the time the product was released to the market, or

- the product defect stems from the application of legislation or an authority requirement mandate.

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:]*

### **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 2 490
Monthly Plan			
	Havidíj / Monthly fee	27%	HUF 990/month
The monthly fee plan means a 20% extra discount on the current prices of occasional use (rental fees, stopover fees, extra kilometer and daily fees) for rentals started and finished during the term of an active monthly fee subscription.			
Bérlés indítási díj / Unlock fee			
	Bérlés indítási díj / Unlock fee Smart fortwo	27%	HUF 100
	Bérlés indítási díj / Unlock fee Smart forfour	27%	HUF 100
	Bérlés indítási díj / Unlock fee VW e-Up	27%	HUF 100
	Bérlés indítási díj / Unlock fee VW Up	27%	HUF 100
	Bérlés indítási díj / Unlock fee Kia Picanto	27%	HUF 100
	Bérlés indítási díj / Unlock fee Fiat 500	27%	HUF 100
	Bérlés indítási díj / Unlock fee Opel Astra	27%	HUF 150
	Bérlés indítási díj / Unlock fee Mercedes A	27%	HUF 150
	Bérlés indítási díj / Unlock fee Hyundai Kona	27%	HUF 150
	Bérlés indítási díj / Unlock fee Opel Combo Cargo	27%	HUF 150
	Bérlés indítási díj / Unlock fee Mercedes CLA	27%	HUF 150
	Bérlés indítási díj / Unlock fee Mercedes CLA Shooting Brake	27%	HUF 150
	Bérlés indítási díj / Unlock fee BMW i3	27%	HUF 150
Alkalmi felhasználás / One Off Fee			
	Bérlési díj/ Rental fee Smart fortwo	27%	HUF 75/minute
	Bérlési díj/ Rental fee Smart forfour	27%	HUF 85/minute
	Bérlési díj / Rental fee VW e-Up	27%	HUF 85/minute
	Bérlési díj / Rental fee VW Up	27%	HUF 85/minute
	Bérlési díj/ Rental fee Kia Picanto	27%	HUF 85/minute
	Bérlési díj/ Rental fee Fiat 500	27%	HUF 85/minute
	Bérlési díj / Rental fee Opel Astra	27%	HUF 99/minute
	Bérlési díj / Rental fee Mercedes A	27%	HUF 119/minute
	Bérlési díj/ Rental fee Hyundai Kona	27%	HUF 119/minute
	Bérlési díj/ Rental fee Opel Combo Cargo	27%	HUF 119/minute
	Bérlési díj/ Rental fee Mercedes CLA	27%	HUF 129/minute
	Bérlési díj/ Rental fee Mercedes CLA Shooting Brake	27%	HUF 129/minute
	Bérlési díj/ Rental fee BMW i3	27%	HUF 129/minute
Várakozási díj / Stopover fee		27%	HUF 25/minute
Maximális napidíj / Daily fee			
	Maximális napi díj / Daily fee Smart fortwo	27%	HUF 12 499
	Maximális napi díj / Daily fee Smart forfour	27%	HUF 14 999
	Maximális napi díj / Daily fee e-Up	27%	HUF 14 999

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	Maximális napi díj / Daily fee VW Up	27%	HUF 14 999
	Maximális napi díj / Daily fee Kia Picanto	27%	HUF 14 999
	Maximális napi díj / Daily fee Fiat 500	27%	HUF 14 999
	Maximális napidíj / Daily fee Opel Astra	27%	HUF 19 999
	Maximális napi díj / Daily fee Mercedes A	27%	HUF 24 999
	Maximális napidíj / Daily fee Hyundai Kona	27%	HUF 24 999
	Maximális napidíj / Maximum daily fee Opel Combo Cargo	27%	HUF 24 999
	Maximális napi díj / Daily fee Mercedes CLA	27%	HUF 24 999
	Maximális napi díj / Daily fee Mercedes CLA Shooting Brake	27%	HUF 24 999
	Maximális napi díj / Daily fee BMW i3	27%	HUF 24 999
7.7.2 pontban meghatározott extra km-ek díja / Overmileage according to 7.7.2			
	Extra kilométerdíj / Extra km fee Smart fortwo	27%	HUF 79/km
	Extra kilométerdíj / Extra km fee Smart forfour	27%	HUF 79/km
	Extra kilométerdíj / Extra km fee VW e-Up	27%	HUF 79/km
	Extra kilométerdíj / Extra km fee VW Up	27%	HUF 79/km
	Extra kilométerdíj / Extra km fee Kia Picanto	27%	HUF 79/km
	Extra kilométerdíj / Extra km fee Fiat 500	27%	HUF 79/km
	Extra kilométerdíj / Extra km fee Opel Astra	27%	HUF 79/km
	Extra kilométerdíj / Extra km fee Mercedes A	27%	HUF 79/km
	Extra kilométerdíj / Extra km fee Hyundai Kona	27%	HUF 79/km
	Extra kilométerdíj / Extra km fee Opel Combo Cargo	27%	HUF 79/km
	Extra kilométerdíj / Extra km fee Mercedes CLA	27%	HUF 79/km
	Extra kilométerdíj / Extra km fee Mercedes CLA Shooting Brake	27%	HUF 79/km
	Extra kilométerdíj / Extra km fee BMW i3	27%	HUF 79/km
<b>Egyéb díjak / Other fees</b>			
	Autópályák, autótutak és főutak használatának díjáról szóló rendelet szerinti pótdíj és ügyintézési díj / Supplementary toll and administrative fee further to the decree on usage fees for motorways, highways and main roads	*	Based on the fine + HUF 5 000
	Biztosítási önrész és ügyintézési díj / Insurance contribution and process fee	*	Based on the invoice + HUF 10 000
	Eljárási díj kintlévőség-kezelésre való átadás esetén/ fedezetlen bankkártya esetén / Procedural fee for outstanding management	*	HUF 5 000
	Biztosítási ügyintézés hátráltatása esetén fizetendő díj / Fee payable for causing delays in insurance related case processing	*	HUF 300 000
	Szabálytalan sérülés jelentés esetén fizetendő díj / Fee payable 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 rented passenger vehicle to an unauthorised person	*	HUF 300 000

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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	*	HUF 200/km
Közúti közlekedés szabályainak megsértésével összefüggésben kiszabott bírság, díj, pótdíj, egyéb költség és ügyintézési díj / Fines, fees, supplementary fees, other costs imposed in connection with a violation of the traffic code and administrative fee	*	Based on the fine + HUF 5 000
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 5 000
Személygépjármű szállítási költség és ügyintézési díj / Motor Vehicle transportation and administrative fee	*	Based on the invoice + HUF 5 000
Takarítási díj / Cleaning fee	*	HUF 20 000
A 7.1.13 pont megszegése / Fee for animal transport	*	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 5 000
Kötbér a személygépjármű 10 km alatti hátralévő hatótávval való lezárása esetén (7.3.3. pont) / Penalty for locking the passenger vehicle with a remaining range below 10 km (Section 7.3.3)	*	HUF 10 000
Kötbér ittas, illetve tudatmódosító szerek hatása alatt történő vezetés esetén / Penalty for driving under the influence of alcohol, drugs or medicinal products	*	HUF 300 000
A 7.1.19 pontban foglaltak megszegése / Fee for vehicle modification	*	HUF 100 000
A jármű nem a 7.3.1 pontban meghatározottak szerinti lezárása miatt fizetendő díj / Fee for technically inappropriate car conditions	*	HUF 25 000
Reptéri díj / Airport fee	27%	HUF 1990
Reptéri parkolást segítő plasztik 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
<b>Lupa Beach díj / Lupa Beach fee</b>	<b>27%</b>	<b>HUF 990</b>
Kiemelt zónadíj / Extra zone fee	27%	HUF 490 / HUF 990 (depending on the zone)
Maximális bérleti idő túllépése / Exceeding the maximum rental time	*	Daily fee + HUF 20 000
Előfoglalási díj / Scheduled booking	27%	HUF 10 000
Magyarország határának átlépése / Crossing the border of Hungary	*	HUF 150 000
Első fizetési felszólítás díja / Fee of first late-payment notice	*	HUF 1 000
Második és minden további fizetési felszólítás díja / Fee of second and all further late-payment notices	*	HUF 2 500
Üzemanyagkártya nem rendeltetésszerű használatáért, elvesztéséért, megrongálásáért fizetendő kötbér / Penalty for loss or causing damage in the fuel card	*	HUF 50 000
Üzemanyagkártyával történő visszaélés / Penalty for fuel card misuse	*	HUF 100 000
Bérlés befejezése elektromos járművek számára kijelölt töltő parkolóhelyen hagyása / Fee for ending of rental in a designated electric charger parking spot	*	HUF 25 000



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Chargeback eljárási díj/ Chargeback procedure fee	*	HUF 15 000
Sérülés jelentés elmulasztásából adódó kár a 7.4.7-es pontban foglaltak alapján/ Damage repair cost and process fee for missing the car damage report regarding the 7.4.7 point	*	Based on the invoice + HUF 5 000
B2B availability fee / B2B availability fee	27%	HUF 6,350
Bérlés végi jelentés elmulasztása, vagy szabálytalan jelentés küldése / Penalty in case of missing or uploading an irregular End Trip Report	*	HUF 30 000
Bérlés végi jelentés alapján vagy hiányában a gépjárműben okozott kár és ügyintézési díj a 7.4.9-es pontban foglaltak alapján / Damage repair cost and processing fee based on or for missing the End Trip Report regarding point 7.4.9	*	Based on invoice + HUF 5 000

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



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

In the context of parking LIMO motor vehicles, you are requested to always look out for information concerning the terms of using parking applicable to the respective site as may be displayed at the given location, and to also heed the provisions of the GTC.

At the designated parking spaces listed in this Annex, Users will not need to pay parking fees for parking LIMO motor vehicles consistently with the provisions of GTC Sections 7.3.2 and 7.4.3, moreover GTC Section 7.5 and GTC Section 7.6 concerning parking at Ferenc Liszt International Airport and Lupa Beach, respectively, as this will be the Service Provider’s cost.

However, some car parks may require additional fees depending on the location (e.g. Lupa Beach Fee, Airport Fee), which are shown in the table below and should be read in accordance with Annex 3 (Rates).

<b>Parking spaces</b>	<b>Exact Address</b>	<b>Type of fee</b>	<b>Price</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.		0 HUF
2. 15 dedicated parking spaces of the Holiday Parking of the Liszt Ferenc International Airport	2220 Vecsés, Holiday Parking	Airport fee	1990 HUF- both at the start and end of the rental on the spot
<b>3. 5 dedicated parking spaces of the Lupa Beach</b>	<b>2011 Budakalász, Tó street</b>	<b>Lupa Beach fee</b>	<b>990 HUF- only on termination of the rental on the spot</b>
4. 2 dedicated parking spaces in WestEnd City Center Shopping Center’s parking lot, next to Sóház	1062 Budapest, Váci road 1-3		0 HUF
5. Semmelweis University – 3 dedicated parking spaces located at the Basic Medical Science Block in Nagyvárad tér	1085 Budapest, Nagyvárad tér 4		0 HUF
6. Semmelweis University – 2 dedicated	1094 Budapest, Tűzoltó utca 37-47		0 HUF



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parking spaces in the Basic Medical Science Center underground garage			
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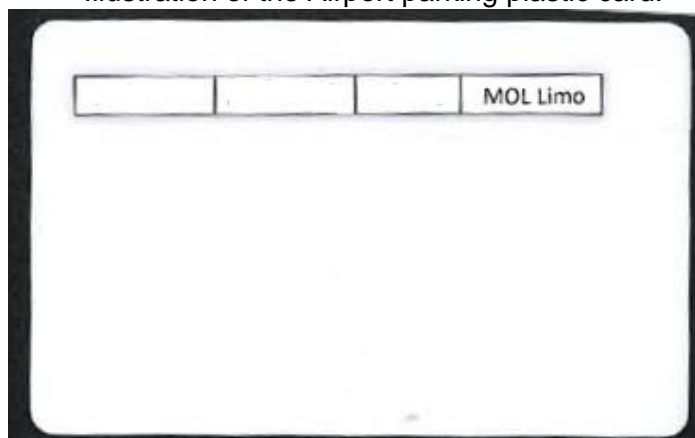
## **Annex 5: Memorandum of Cooperation Between MOL LIMO and Ferenc Liszt International Airport**

In the Holiday Parking parking lot indicated in this Annex, Users will not need to pay parking fees for parking LIMO motor vehicles consistently with the provisions of Section 7.5, as this will be the Service Provider’s cost.

Information about the using LIMO motor vehicles at the Airport:

<https://www.mollimo.hu/en/airport>

Illustration of the Airport parking plastic card:





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## **Annex 6: List of Extra Zones**

The Service Provider will also make what are referred to as extra zones available to the Users, to be accessible on a temporary or permanent basis, and where such are used (the trip is started in an extra zone and/or concluded in an extra zone), the ‘Extra zone fee’ indicated in Annex 3 will also need to be paid, depending on the respective zone.

The list of Extra Zones and the applicable zone fees are available at the following link:  
[https://www.mollimo.hu/pdf/EN/MOL\\_Limo\\_GTC\\_Annex6\\_List\\_of\\_the\\_extra\\_zones.pdf](https://www.mollimo.hu/pdf/EN/MOL_Limo_GTC_Annex6_List_of_the_extra_zones.pdf)

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### ***Annex 7: Illustration of a correct End Trip Report***

User is obligated to upload an End Trip Report from the Mobile Application as stated in point 7.4.9 of this GTC. The 4 pictures shall be taken from the following angles.

1st picture:



2nd picture:



3rd picture:



4th picture:





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