

GENERAL TERMS AND CONDITIONS REGARDING PASSENGER TRANSPORT AND PACKAGE DELIVERY

This General Terms and Conditions (hereinafter referred to as: **GTC**) shall cover **ZSO-AN-SA 2013 Service Provider and Trading Limited Liability Company** (registered office: H-1181 Budapest, Riesz Frigyes utca 4. 3. em. 3.; 01-09-198430; tax number: 24374923-2-43), as service provider (hereinafter referred to as: **Service Provider**), and all contracting parties (hereinafter referred to as: **Contracting Party**) engaging in a legal relationship with the Service Provider regarding the passenger transport and package delivery services provided by the Service Provider (hereinafter, the Service Provider and the Contracting Party shall jointly be referred to as: **Parties**).

1. The services provided by the Service Provider

- 1.1. The Service Provider shall provide passenger transport and package delivery services to the Parties concluding a Contract with the Service Provider, within the framework of which, the Service Provider shall transport the passenger (hereinafter referred to as: **Passenger**) or deliver the package (hereinafter referred to as: **Package**) assigned by the customer (hereinafter referred to as: **Customer**) from the location of departure to the location of arrival within the time agreed, against remuneration.
- 1.2. Without any specific conciliation, as a service related to passenger transport, the Service Provider shall deliver the Passengers' normal size Packages for free of charge, provided that the Packages do not exceed 25 kg and that the sum of their edges (width, height, length) does not exceed 160 cm.
- 1.3. In the case of the delivery of a Package exceeding the relevant weight limit or size limit, or in the case of a special package (e.g. baby carriage, bicycle etc.), the Contracting Party shall be obliged to pay a separately and uniquely defined additional charge.

2. The conclusion of the contract

- 2.1. The service might be ordered by filling the form on the Service Provider's website: www.easyride.hu, and by telephone.
- 2.2. In the case of a telephone order, the conversation between the Service Provider and the Customer might be recorded for reasons of quality assurance and for fixing the details of the journey; this fact shall be acknowledged by the Customer approvingly.
- 2.3. The minimum processing time of the online order is 8 hours. In case of an order within 24 hours, the Customer shall be obliged to call the Service Provider on phone number +36 30/236-0645 and confirm the order, immediately after filling the form.
- 2.4. The Customer shall be obliged to fill the form accurately, in accordance with the reality and its contracting intention; in case the Customer fails to do so, no liability shall fall on the Service Provider.
- 2.5. The contract between the Parties shall take effect after the Service Provider has sent its confirmation to the Customer's appointed email address. The data in the form provided by the Customer shall be considered as part of the contract between the Parties, if the Service Provider has confirmed these data in the confirmation email. The General Terms and Conditions submitted by the Service Provider on its website shall form a part of the contract between the Parties.
- 2.6. If the Contracting Party does not order the service through the Service Provider's website, then the Contracting Party shall be obliged to fill and sign the "Order sheet regarding passenger transport" obtainable from the driver before the journey, by the signature of which, the Contracting Party shall also confirm that he/she has learnt, understood and acknowledged the rules of the GTC as obligatory.
- 2.7. In the case of unattended package delivery, the Customer shall be obliged to fill and sign the "Order sheet regarding package delivery" obtainable from the driver in all cases before the delivery,

by the signature of which, the Customer shall also confirm that he/she has learnt, understood and acknowledged the rules of the GTC as obligatory.

3. Payment terms

- 3.1. After the confirmation of the service order, the Contracting Party has the opportunity to pay the fare money in cash, or through wire transfer available on the Service Provider's website, by payment to the Service Provider's HU 75 1201-0635-0162-3789-0020-0008 bank account managed by RAIFFEISEN. .
- 3.2. The Customer shall be obliged to completely pay the fare money to the Service Provider, no later than before starting the journey. In case of the failure of this, the Service Provider shall not be obliged to perform the service.

4. Cases of contract amendment, termination

- 4.1. The Contracting Party shall be entitled to amend or cancel the order free of charge, no later than 24 hours before the departure in the case of a domestic journey, and no later than 72 hours before the departure in the case of an international journey. Informing the Service Provider about the cancellation is valid only in writing.
- 4.2. In case the order is cancelled no later than 6 hours before the departure in the case of a domestic journey, or no later than 24 hours before the departure in the case of an international journey, the Customer shall be obliged to pay 50% of the fare to the Service Provider.
- 4.3. In case the order is cancelled within 6 hours before the departure in the case of a domestic journey, or within 24 hours before the departure in the case of an international journey, or in case the Passenger does not show up at the location of the departure by the time of the departure, and the journey fails due to this, then the Customer shall be obliged to pay the full amount of the fare to the Service Provider.

5. The Service Provider's rights and obligations

- 5.1. The Service Provider shall be obliged to perform the confirmed order in accordance with the conditions specified in the confirmation. The Service Provider shall be obliged to immediately notify the Contracting Party regarding any changes in the circumstances concerning the performance of the contract.
- 5.2. The Service Provider shall be entitled to change the route when performing the service, even during the journey, depending on reasonable customer demands and detrimental traffic conditions (roadblock, accident, natural disaster, detrimental weather conditions).
- 5.3. The Service Provider shall be entitled to employ other agents or subcontractors for the fulfilment of the service, and the Service Provider shall reserve the right to change the vehicle and the driver.
- 5.4. The Service Provider shall not be responsible for delays and route cancellations resulting from weather, accidents, traffic, roadblock, traffic jams, authority inspections or resulting from any other reasons which are not attributable to the Service Provider.
- 5.5. The Service Provider shall be obliged to store the Customer's and the Passenger's data safely for the fulfilment of the contract, and these data must not be given to any unauthorized persons.
- 5.6. The Service Provider may refuse the delivery of a Package, if it is unclean, emits an unpleasant odour, if it is placed in a packet, bag or suitcase with an uneven surface, or if its content is dangerous to the other passengers or packages for any reason. The Package shall not contain any living animals or other products subject to duty.
- 5.7. It is particularly prohibited to place any firearms, ammunitions, explosive- or other extremely flammable materials in the Packages, as well as any other materials prohibited by law, or which can be possessed or transported with specific permissions only.
- 5.8. The Service Provider may refuse the delivery of Packages with prohibited content, or, if the Service Provider learns about such case after the departure, then the Service Provider shall be entitled to

immediately remove any such Packages from the vehicle, on the responsibility of the Passenger and the Customer.

- 5.9. The Service Provider shall not be responsible for the intactness of the content of the Packages, especially if their content is fragile or particularly valuable.

6. The Contracting Party's rights and obligations

- 6.1. The Contracting Party shall be obliged to immediately notify the Service Provider regarding any changes concerning the performance of the contract. The Contracting Party shall be responsible for all damages resulting from the failure of the notification.
- 6.2. At the time of starting the journey, the Passenger shall be obliged to possess valid documents for his/her identification, and shall be obliged to possess all documents and titles required to enter the countries concerned with the journey.
- 6.3. The Customer and the Passenger shall be obliged to completely observe the relevant border police- and immigration policy regulations, as well as any other legislations and authority regulations.
- 6.4. The Passenger causing damages during the journey shall be obliged to completely reimburse any damages to the vehicle, to its devices and accessories, as well as any damages to the other passengers.
- 6.5. The Passenger shall be obliged to observe the general rules of conduct and hygiene during the whole journey; if these are severely or repeatedly infringed in spite of any warnings, the concerned Passenger and his/her Package might be removed from the vehicle. In such case, the Service Provider shall not be responsible for reimbursement, and the Service Provider shall be entitled to claim the complete fare money.
- 6.6. The Passenger and the Customer shall be jointly responsible for any damages caused to the Service Provider, in particular, for those damages which have been caused by or in connection to the breach of the contract during the journey.
- 6.7. The Passenger shall acknowledge that the Service Provider is obliged to observe the governing traffic rules and the regulations regarding the driving- and rest period.

7. Cases of fulfilment of the contract

- 7.1. The contract shall be considered as fulfilled if the Service Provider, complying with his obligations assumed in the contract, has taken the Passenger to the destination. Furthermore, the contract shall also be considered as fulfilled if the Service Provider appears at the address of departure, but the Contracting Party does not show up by the time of the departure.

8. Final provisions

- 8.1. The Service Provider shall be entitled to unilaterally amend this GTC, provided that the submitted order is governed by the general terms and conditions applicable at the time of the submission of the order.
- 8.2. The Parties shall settle any disputes arising from the Contract primarily by conciliation and by mutual agreement. If it is impossible to settle the dispute out-of-court and if the Central District Court of Pest has no jurisdiction to settle the dispute, then the Parties shall stipulate the jurisdiction of the District Court of Nagykáta.
- 8.3. This GTC takes effect on 01 February 2019.