GENERAL TERMS AND CONDITIONS OF THE HOPPYGO SERVICE

1. DEFINITIONS

Unless expressly stated or otherwise provided by mandatory law, the following terms beginning with capital letters have the following meanings:

1.1. **Application: means a mobile and website applications (programs) developed and maintained by HoppyGo, to which HoppyGo** exercises property rights to the extent necessary for granting the License and through which the Service can be used; for the purposes of these GTC, the Application also means websites operated by HoppyGo that fulfil a similar purpose;

1.2. **CEBIA:** trading company Cebia spol. s r.o., IČO: 18628443, registered in the Commercial Register kept by the Municipal Court in Prague file number: C 4057, registered office: Vyskočilova 1461/2a, Michle, 140 00 Praha 4,

1.3. **Rent(al):** a financial amount that the Driver undertakes to pay for the rental of a Vehicle to the Owner through the Application. The amount of the Rental Charge is always determined for a specific Vehicle and the length of the rental;

1.4. **Rental Agreement:** means an agreement on the reservation and rental of a Vehicle concluded between the Driver and the Owner in electronic form via the Application, some of the terms of which are stipulated by these GTC;

1.5. **Civil Code:** Act No. 89/2012 Coll., the Civil Code, as amended;

1.6. **Commission:** means the financial performance that the Owner is obliged to pay to HoppyGo for the mediation of the Service under the Contract;

1.7. **Insurance Contract:** means an insurance contract that HoppyGo helps to mediate for the purpose of insuring the Vehicle in the event of damage during the term of the Rental Agreement, including all additional conditions, general terms and conditions and other related documents;

1.8. **Owner: a** natural or legal person who is registered in the HoppyGo system, offers to rental a Vehicle and declares that he is authorized to rental a Vehicle;

1.9. **Notification period: a period** of the duration of a calendar year for which HoppyGo is obliged to report to the tax administrator data on the Owner pursuant to Article 9 of the GTC;

1.10. **Access data:** unique login name and the associated password entered by the Applicant into the Application during Registration;

1.11. **Registration:** electronic registration carried out within the Application;

1.12. **Service:** means a HoppyGo service enabling the Driver to search for a Vehicle that he is interested in renting and to offer the Vehicle for rental to the Driver and to conclude a Rental Agreement. As part of the HoppyGo Service, it is also possible to insure a Vehicle. The Service does not include a physical inspection of the technical condition of the Vehicle or a check of the Owner's legal relationship with the Vehicle.

1.13. **HoppyGo:** trading company HoppyGo s.r.o. IČO: 066 28 664, registered in the Commercial Register maintained by the Municipal Court in Prague, file number: C 285761, registered office: Jankovcova 1603/47a, Holešovice, 170 00 Praha 7.
Up-to-date contact details can be found on the www.HoppyGo.com website.

1.14. **Contract: an agreement for the use of the HoppyGo** service, concluded between the Applicant and HoppyGo through the Application, the subject of which is the use of the Services, where specific rights and obligations arise from whether the Applicant has concluded the contract with the intention of becoming a Owner or a Driver;

1.15. **Contracting Parties:** designation for HoppyGo and the Interested Party (or subsequently the Driver or the Owner) as contracting parties to the Contract;

1.16. **Driver: a** natural person who registers as a person interested in renting a Vehicle under the terms and conditions set out in the GTC;

1.17. **User Account:** means the part of the Application that is established for each Driver and Owner by Registration and made available after entering the Access Data;

1.18. **GTC:** these General Terms and Conditions for the use of the HoppyGo service, which set out the mutual rights and obligations of HoppyGo, the Driver and the Owner when using the Service, as well as the rights and obligations arising from the Rental Agreement;

1.19. **Vehicle**: a motor vehicle or other means of transport with a valid license plate issued in the Czech Republic, Poland, and Slovakia, and any other countries in which HoppyGo is operational, which the Owner offers for rental as part of the Service, the characteristics and qualities of which are described in the Application on the basis of the information provided by the Owner (hereinafter referred to as the Vehicle in the Application);

1.20. **Applicant: a** natural or legal person interested in using the App and concluding a rental agreement as a Driver and/or Owner;

1.21. **Deposit:** a financial amount that the Driver is obliged to pay as an advance payment for future Rent upon conclusion of the Rental Agreement, the use of which is further described in these GTC;

1.22. **ZSP: Act** No. 361/2000 Coll. on Road Traffic and on Amendments to Some Acts (Road Traffic Act), as amended.

2. HOPPYGO SERVICE AND ITS USE

2.1. **HoppyGo is the operator of the Vehicle Sharing (Renting) Application,** through which the Owner can offer a Vehicle for rental and the Driver can choose a Vehicle for rental, the Owner and the Driver can conclude a Rental Agreement and an Insurance Agreement.

2.2. **By accepting these GTC by the Owner,** HoppyGo undertakes to enable the Owner to offer the Vehicle for rental through the Application, to enable the conclusion of a Rental Agreement with the Driver through the Application and to mediate the payment of the Vehicle by the Driver to the Owner.

2.3. **HoppyGo is not a part of the Rental Agreement, no rights or obligations arise from the Rental Agreement, with the exception of mediation of the** payment of the Rental, contractual penalties and/**or** compensation for damages or other payments, if stipulated by these GTC. HoppyGo is not responsible **or** liable for the fulfillment of obligations under the Rental Agreement or these GTC by the Driver or the Owner.

2.4. **Access to the Application** and viewing its content is possible without Registration. However, the rental agreement may be concluded exclusively through a functional User Account set up. HoppyGo is entitled to change, limit or even terminate the content of the Service and its provision at any time without compensation.

2.5. **Terms of Use of the Service** To start using the Service, it is necessary to first download the Application to your mobile device and/or use the HoppyGo website and give your consent to these GTCs. Through the Application, the Applicant shall make a Registration, which conditions the use of the Service. One person can be registered as both a Driver and an Owner at the same time.

2.6. **As a rule, the Driver or the Owner** may be a person who:

2.6.1. He or she is at least 18 years old. For Drivers aged between 18 and 24 years (inclusive), there is a limited range of vehicles they can rental.

2.6.2. has full legal capacity;

2.6.3. has not been punished in the last 10 years for intentional property crime or for any traffic crime, in particular in connection with causing a traffic accident;

2.6.4. is not in bankruptcy, execution or other similar situation that would prevent or significantly impede their ability to meet the obligations arising from the Rental Agreement.

2.7. **Driver registration** A Driver may only be a person who holds a valid driving license in accordance with the ZSP, entitling him or her to drive the category of Vehicle he or she is interested in renting, and may not be issued a license to drive motor vehicles in the territory of the Czech Republic or in another territory in which he or she is interested in using the Vehicle (which also means the territory, where the takeover or handover of the Vehicle is to take place).

2.8. **Registration of the Owner** The Applicant who is interested in registering as the Owner is also obliged to provide information about the Vehicle that they intends to offer for rental through the Application, to the extent that such information is required by the Application. By registering, the Owner agrees with the listing of the Vehicle in the register kept by CEBIA, where it is stated for safety reasons that HoppyGo is the owner of the Vehicle. After deleting the Vehicle from the HoppyGo database, this information shall be removed from the CEBIA register within 24 hours. Furthermore, the Owner agrees to the use of photographs and data about the Vehicle for other purposes within the HoppyGo platform.

2.9. **The conditions of Registration** consist in entering the data that are required by HoppyGo through the Application, sending them to HoppyGo and confirming the Registration by HoppyGo. It is also possible to use a Facebook account, Google account, e-mail address or Apple ID for Registration. In the case of Registration through an existing account, the Applicant is obliged to check the accuracy of the data that was copied from the existing account, and in case of their inaccuracy or outdated correctness, the user must immediately correct them. Without entering the data that are marked as mandatory within the Application, it is not possible to complete the Registration.

2.10. **Information Protection** Information entered by Interested Parties as part of the Registration will be protected in accordance with legal regulations and will be available within the Application to a limited extent. Some of the Driver's data will be available only to the Owner with whom the Driver wants to conclude a Rental Agreement and vice versa. Some of the **Owner's data** will be available to the driver with whom the Owner wishes to conclude a Rental agreement.

2.11. **Copies of documents** At the request of the Application, the Applicant is obliged to provide HoppyGo with a copy of his/her driving license and one other identity document (e.g. ID card or passport) as part of the Registration.

2.12. **Establishment of a User Account** On the basis of the Registration, a User Account is set up for the Applicant, thereby becoming the Driver, respectively or an Owner. The User's Account will be accessed by the Driver/Owner on the basis of the data entered during the Registration (Access Data: Username and Password).

2.13. **There is no legal entitlement to the establishment of a User Account**. HoppyGo reserves the right not to open a User Account for the Interested Party without the need to justify this decision. As a rule, HoppyGo shall not open a User Account for an Interested Party who has already had a User Account in the past, but has breached the obligations arising from the GTC and/or the Rental Agreement.

2.14. **Each Driver is entitled** to have only one User Account set up at a time. Within one User Account, it is possible to be registered as both a Driver and an Owner. The Owner may have multiple Vehicles registered at the same time, however the quantity may be limited in the Application. Neither the Driver nor the Owner is entitled to transfer their User Account to a third party.

3. CONTRACT WITH HOPPYGO

3.1. **Conclusion of the Contract** HoppyGo concludes the Contract with the Applicant exclusively electronically. The Agreement comes into force and effect upon completion of the Registration and establishment of the User Account, unless agreed or stipulated otherwise.

3.2. **Subject of the Agreement the subject of the Agreement is the provision of the** HoppyGo Service to the Driver and the Owner and the provision of the License to the Application, or other rights and obligations specified in these GTC.

3.3. **Duration of the Contract** The contract is concluded for an indefinite period of time.

3.4. **Termination of the Contract** The contract may be terminated by notice, even without giving any reason. The notice period is 1 month and begins on the first day of the month following the day on which the notice is delivered to the other party. However, the notice period shall not end during the period when the User Account cannot be cancelled (see Article 3.5 of the GTC).

3.5. **Cancellation of the User Account** The Agreement may also be terminated by cancelling the User Account, both by a Driver and an Owner, as well as by HoppyGo. Cancellation of the User Account has the same effects as termination of the Agreement without a notice period. Both the Driver and the Owner are entitled to cancel the User Account at any time and without giving any reason. The Driver may cancel the User Account only via e-mail, which is listed on the HoppyGo website in the Contact section; deleting the Application does not cancel the User Account. The User Account cannot be cancelled for the duration of any obligations of the Driver or the Owner under the Contract or the Rental Agreement, especially if the Rental Agreement has not yet been concluded. The rules for the deletion of personal data are governed by valid **and** effective legal regulations and the Privacy Policy.

3.6. **Cancellation of the account by HoppyGo** HoppyGo is entitled **to** withdraw from the Contract and cancel the User Account to the Driver or the Owner at any time, especially if:

3.6.1. if the Driver or the Owner violates these GTC, including making a false statement; or

3.6.2. if HoppyGo suspects possible unlawful conduct of the Driver or the Owner, or acts contrary to good morals. Conduct contrary to good morals means primarily such conduct by which the Driver or the Owner tries to abuse the Service for their own benefit;

3.6.3. in the case of a complaint against the Driver by the Owner or other Drivers, or in relation to the Owner in the case of a complaint against the Owner by Drivers or other Owners, where the complaint may in both cases also be a negative rating in the Application;

3.6.4. in the case of a debt owed to the Owner, the Driver, or HoppyGo, or in the case of causing damage to the Owner, the Driver, or HoppyGo;

3.6.5. in the event that the Owner does not provide HoppyGo with cooperation pursuant to Article 9.4 of these GTC even after repeated reminders.

3.7. **Consequences of cancellation of the User Account** Cancellation of the User Account results in the inaccessibility of the Application for the provision of the Service. However, the cancellation of the User Account does not terminate the obligations of the Driver or the Owner that arose during the duration of the Contract and have not yet been fulfilled (e.g. the obligation to compensate for damage, pay a contractual penalty, or other obligations, etc.), nor do those provisions of the Contract that are clearly to persist even after its termination (e.g. provisions on contractual penalties).

4. APPLICATION

4.1. **Granting a License to the Application HoppyGo provides the Driver and the Owner** with a free, non-exclusive, territorially unlimited License to use the Application for the duration of the Agreement. The Driver and the Owner acknowledge that legal regulations in countries outside the Czech Republic, Poland, and Slovakia, or where the local HoppyGo is domiciled, may not allow the use of the Application. HoppyGo reserves the right to subsequently change the territorial scope of the License.

4.2. **Use of the License** allows you to download the Application and save it to any number of mobile devices through authorized distribution channels for applications for the given operating system. The contents of the License do not authorize you to copy the Application from one device to another device.

4.3. **Use of the Application** Based on the License, the Application may be used for one's own needs and the Service may be used through it in accordance with these GTC. If the Application allows, it is possible to back up the data contained in the Application. It is not possible to use the Application in any other way.

4.4. **Restrictions of the License** The Driver and the Owner are not entitled in particular to grant third-party sublicenses or any other rights to the Application or to assign or otherwise transfer the License to a third-party, nor are they entitled to interfere in any way with the Application and its source code.

4.5. **Information available to the Driver Within the Application,** the Driver has access in particular to:

- 4.5.1. the offer of Vehicles for rental, including photographs, information on the conditions of use, availability, the amount of the Rental Fee and the maximum mileage;
- 4.5.2. evaluation of the Owners, incl. the possibility to enter their own ratings;
- 4.5.3. your User Account;
- 4.5.4. the current version of the GTC and related documents.

4.6. **Information available to the Owner Within the Application,** the Owner has access in particular to:

- 4.6.1. evaluation of Drivers, incl. the possibility to enter their own ratings;
- 4.6.2. your User Account;
- 4.6.3. the current version of the GTC and related documents.

4.7. **The rating of the Owners/Drivers** displayed in the Application is the average rating of other Owners/Drivers using the Service.

4.8. **Chat Within the Application,** it is also possible to use the instant messaging function (hereinafter referred to as "chat"), especially between Drivers and Owners. The length of a single message may be limited.

4.9. **Restrictions on the use of chat** The Driver and the Owner are obliged to refrain in particular from using the chat function:

- 4.9.1. any conduct which could constitute unlawfulness, in particular criminal offences;
- 4.9.2. disseminate advertising or other marketing communications;
- 4.9.3. dissemination of objectionable content (i.e. in particular grossly vulgar, racist, pornographic, harassing, obscene, etc.);
- 4.9.4. any other harassing, immoral, or other impermissible conduct;
- 4.9.5. efforts to negotiate the rental of a Vehicle other than by concluding a Rental Agreement through the Application.

4.10. **Chat monitoring** Both the Driver and the Owner acknowledge and agree that in order to check the obligations referred to in Art. 4.9 of the GTC, HoppyGo is entitled to carry out chat monitoring in an appropriate and reasonable manner and, if any breach or reasonable doubt is detected, HoppyGo is entitled to limit or even completely disable the chat function.

5. CAR RENTAL

5.1. **The selection of the Vehicle that the Driver** is interested in renting and the duration of the rental shall be made by the Driver through the Application.

5.2. **Completion of data** Part of the selection of a Vehicle is the entry of the payment card details required by the Application (e.g. payment card number, etc.).

5.3. **Verifying the Driver's payment card,** the Driver's interest in concluding the Rental Agreement is bindingly confirmed, about which a message is sent to the relevant Owner. The Owner is entitled to accept or reject the offer to conclude the Rental Agreement by the Driver within 24 hours from the moment of receipt of the offer, or within the period from the submission of the offer to the start of the journey, if the offer is submitted less than 24 hours before the start of the journey. If the Instant Confirmation function is activated, the offer to conclude the Rental Agreement is accepted immediately, depending on other parameters. The Rental Agreement becomes binding after the payment of the Rental Fee by the Driver. HoppyGo subsequently sends the Owner and the Driver a Confirmation of the conclusion of the Rental Agreement summarizing its basic provisions. If the offer is not accepted by the Owner within the specified period or the Owner rejects the offer, the Rental Agreement is not concluded and the Driver is not bound by his offer. If the Driver has obtained rewards for recommending the Service, the maximum amount of their use per rental is CZK 3,000.

5.4. **If the Driver has sent an offer to conclude a Rental Agreement** for (even partially) the same period to multiple Owners, the Rental Agreement is concluded only with the Owner who accepts the offer first in the order within the period specified in Article 5.3. Concluding a Rental Agreement with other Owners will no longer be possible (unless otherwise stated in the Application) and these additional offers will be automatically canceled.

5.5. **Reservation of a Vehicle** As soon as the Rental Agreement is concluded, the Vehicle is reserved for the selected period of the rental, unless the Rental Agreement is cancelled later. The Driver agrees and requests that the reservation of the Vehicle commence at the moment of conclusion of the Rental Agreement, and not after the expiry of the statutory fourteen-day withdrawal period concluded by the Consumer by means of distance communication.

5.6. **Cancellation of a reservation by the Driver** The Driver is entitled to cancel the reservation at any time, but no later than 3 days before the day on which the Vehicle is to be taken over by the Driver and the rental commences. In the event that the Driver cancels the reservation less than 3 days before the day on which the Vehicle is to be taken over and the rental commenced, the Driver is obliged to pay a contractual penalty in the amount of 50% of the Rental fee under the Rental Agreement. HoppyGo may waive part or all of the fine to the Driver. The Driver is not obliged to pay fines if the Rental Agreement is terminated by the Driver due to a breach of obligations on the part of the Owner or HoppyGo. The contractual penalty will be paid in a similar way as the Rent is paid, (i.e. by direct debit from the Driver's payment card). If this is not possible, the Driver shall be obliged to pay a contractual penalty upon request from HoppyGo. A cancellation request may also be made through the Application.

5.7. **Cancellation of the reservation by the Owner** The Owner is entitled to cancel the reservation before the day on which the Vehicle is to be handed over and the rental commenced. In case of cancellation of the reservation within 3 days before the start of the journey for reasons other than those specified in Article 5.21, the Owner is obliged to pay a contractual penalty in the amount of 50% of the Rent under the Rental Agreement. HoppyGo may waive part of the fine or the entire fine to the Owner.

5.8. **Duration of the Rental Agreement** The rental agreement is concluded for a definite period of time.

5.9. **The Driver or the Owner may manage the concluded Rental Agreement within the Application**, to the extent that the Application allows, or through the call center, or HoppyGo e-mail. As in any changes and rental agreements must always be agreed and both parties through Application or customer center call center.

5.10. **Disclosure of contact details between the Owner and the Driver** After concluding the Rental Agreement, HoppyGo may make available to the Driver the contact details of the Owner and the Owner of the contact details of the Driver for the purpose of arranging the place and time of handover of the Vehicle, while the Driver and the Owner can communicate with each other only via chat. The Driver agreed time of handover of the Vehicle may be changed by agreement between the Owner and the Driver. If this agreement does not change the length of the rental, the Rent remains unchanged. The date of handover of the Vehicle may be changed only through the call center or e-mail sent by HoppyGo. In the event of a dispute between the Driver and the Owner on the content of the mutual agreement, the agreement recorded in the Application shall prevail. In order to resolve any dispute between the Owner and the Driver, HoppyGo is entitled to provide the Owner with additional contact details of the Driver and the Driver with other contact details of the Owner, to the extent necessary to resolve the dispute between both contracting parties.

5.11. **The Owner may decide to hand over the Vehicle to the Driver** in person or by use of a remote handover of the Vehicle.

5.12. **Obligations of the Driver upon handover of the Vehicle** The Driver is obliged to arrive at the place of handover of the Vehicle in time and is obliged to take over the Vehicle from the Owner, unless the condition of the Vehicle or other circumstances reasonably prevent the proper handover and acceptance of the Vehicle.

5.13. **Obligations of the Owner upon handover of the Vehicle** The Owner is obliged to arrive at the place of handover of the Vehicle in time and hand over the Vehicle and all documents necessary for the operation of the Vehicle to the Driver in accordance with the Rental Agreement and these GTC. In the case of using remote handover of the Vehicle, the Owner is obliged to store the keys to the Vehicle and the documents necessary for the operation of the Vehicle in a safety deposit box or to unlock the Vehicle remotely and store the documents necessary for the operation of the Vehicle in the Vehicle as well. The Owner acknowledges that he/she bears full responsibility for the chosen method of handover of the Vehicle and HoppyGo shall not bear any responsibility for any loss or theft of the key to the Vehicle, theft of the Vehicle, or initiation of a journey with the Vehicle before handing over the Vehicle in the Application.

5.14. **Documents necessary for the Rental of the Vehicle** When handing over the Vehicle, the Driver is obliged to present to the Owner a valid identity document and, at the request of the Owner, also a valid driving license. In the case of remote handover, the Driver is obliged to send the Owner the last four digits of his identity card number. In the event of a discrepancy between the documents and information about the Driver in the Application, i.e. in case of doubt as to the identity of the person who presented himself for the handover of the Vehicle, the Owner is entitled not to hand over the Vehicle to the Driver. The Owner is obliged to communicate this information to HoppyGo without undue delay. The Owner acknowledges that he/she bears full responsibility for the handover of Vehicle and HoppyGo does not in any way verify the identity of the person to whom the Vehicle is handed over.

5.15. **Inspection of the Vehicle upon handover of the Vehicle,** the Driver together with the Owner shall check the condition of the Vehicle. From the known defect(s), damage and possible non-compliance with any point in Art. 5.17. of the GTC shall be reported by the Driver to the Application or to the HoppyGo customer care call center. At the same time, the Owner is obliged to fill in at least all mandatory parts of the handover protocol and upload to the Application at least 12 photographs of the Vehicle capturing the exterior and interior of the Vehicle as described in the Application. The photos supplied are the responsibility of the Owner and the Driver. In the case of remote handover, the Vehicle will be checked, and the Driver will fill in the handover protocol and upload at least 12 photos of the Vehicle. The Owner shall then confirm the handover protocol and uploaded photographs in the Application, or express disagreement with the handover protocol or photographs. In such a case, the Driver is obliged to modify the information, and/or to upload new photos. The handover of the Vehicle takes place at the moment when the Driver and the Owner agree on the condition of the Vehicle, which is expressed through acceptance of the statement in the Application. The Driver is not entitled to commence driving the Vehicle before hand over of the Vehicle is completed. The owner acknowledges that he is responsible for reconciling the status handed over to him or her in the Application. Photos must always be of the highest quality and capture the required part of the Vehicle according to the instructions of the Application.

5.16. **Condition of the Vehicle upon handover** Unless otherwise agreed in the Application or agreed by the Parties, the Vehicle must be handed over:

5.16.1. in the state as described in the Application;

5.16.2. roadworthy in accordance with the law, including suitable tires for the season (Winter vs. Summer tires);

5.16.3. with a full tank or fuel, unless otherwise stated in the handover protocol;

5.16.4. cleaned, i.e. cleaned inside and at most only normally dirty from the outside (i.e. the vehicle will not be significantly dirty from mud or leaves, it will not be unusually icy in winter, etc.) taking into account current or recent weather;

5.16.5. without any movable items that do not serve for its operation or that are not usually used in the operation, unless they are firmly attached to the Vehicle(i.e. in particular, personal belongings, such as sunglasses, any valuables and money, etc.);

5.16.6. with all mandatory equipment in proper condition (incl. necessary documents).

5.17. **Condition of the Vehicle upon return** Unless otherwise stated in the Application or agreed by the parties, the Vehicle must be returned:

5.17.1. in the condition in which it was handed over before the start of the journey, taking into account the technical wear and tear of the Vehicle relevant to the mileage during the rental;

5.17.2. with a full tank, unless otherwise stated in the handover protocol;

5.17.3. cleaned, i.e. cleaned inside and at most only normally dirty from the outside (i.e. the vehicle will not be significantly dirty from mud or leaves, it will not be unusually icy in winter, etc.) taking into account current or recent weather;

5.17.4. The driver is obliged to pay for excess mileage and missing fuel. Furthermore, the Driver is obliged to pay the outstanding amount and if he fails to do so, HoppyGo is entitled to deduct the amount due in accordance with Article 8.1.1 of the GTC.

5.18. **Vehicle Accessories** Together with the Vehicle these must be handed over to the Driver**:**

5.18.1. keys to the Vehicle;

5.18.2. small technical certificate;

5.18.3. everything that is necessary for the proper use of the security device with which the Vehicle is equipped, if this device is to be used (e.g. keys).

5.18.4. A green card for proof of third-party insurance

5.18. Rental and Deposit At the moment the Driver confirms the reservation made by the Driver, the Driver is obliged to pay the Owner the anticipated Rent and Deposit in the amount specified in relation to the Vehicle in the Application. The deposit and the applicable Rent will be paid in accordance with Article 8.1.1 of the GTC. The driver is obliged to have sufficient funds in the relevant bank account when confirming the booking and when returning the Vehicle. The rental charge is payable upon confirmation of the reservation of the Vehicle by the Owner. HoppyGo, the Driver and the Owner agree that the Rental fee, as well as any damages, contractual penalties and other payments of the Driver, shall be

paid by the Driver to HoppyGo, unless the contracting parties agree otherwise. In this case, the HoppyGo Customer Care Centre must be informed of this fact. By accepting and completing the action, the Driver's obligation to pay the Owner a financial amount is fulfilled. The calculation of the length and price of rent is carried out by the system automatically. The first 24 hours of the rental are counted as one day, if the rental is longer than 24 hours, the rent is calculated using calendar days. If the Driver rents a Vehicle for several days, the system calculates and provides the Driver with a discount that as set by the Owner, with the discount already applied to the total rental price.

5.19. **Use of the Deposit** HoppyGo shall use the paid advance as follows:

5.19.1. automatically set it off unilaterally (even if these receivables are not yet due) against the Driver's obligation to pay (in this order): any penalties arising from the Contract, compensation for damage (including excess), default interest or other accessories, surcharges for unused fuel, Rent, other financial performance arising from the Contract. Information about the credit performed in this way will be displayed in the bill;

5.19.2. to the extent that the Deposit is not used in the manner described in Article 5.19.1 of the GTC and there is no reason to believe that it could be used, the paid Deposit will be returned to the Driver no later than 7 working days from the date of termination or completion of the relevant Rental Agreement.

5.20. Terms of Use of a Vehicle Before using a Vehicle, the Driver is obliged to familiarize himself with the conditions for its use specified in the Application, which he/she is obliged to observe (e.g. not to smoke in the Vehicle, not to transport animals in the Vehicle, to use the Vehicle only in the specified area, etc.) and to use the Vehicle in the usual manner, taking into account the type of Vehicle and its condition. Among other things, he is obliged to use safety devices, with which the Vehicle is equipped, if possible. In particular, the Driver is not entitled to use the Vehicle outside the territory specified in the Application (a breach of this obligation is proven in particular by a GPS record, if the Vehicle is technically equipped to do so). In any case, the Driver is not entitled to use the Vehicle outside of Europe or in a manner that creates an exclusion from insurance under the Insurance Contract (in particular in the manner pursuant to Article 10.4 of the GTC). The Driver may not participate in races, competitions or similar events with the Vehicle, operate the Vehicle on non-public roads (e.g. racing circuits) or make any changes and modifications to the Vehicle.

5.21. Withdrawal from the Rental Agreement It is possible to withdraw from the Rental Agreement under the following conditions:

5.21.1. The Owner is entitled to withdraw from the Rental Agreement if the Driver fails to comply with the obligation to pay the Advance in accordance with Article 5.18 of the GTC or another obligation necessary for the execution of the Rental Agreement (e.g. fails to submit an identity document to the Owner, or this document does not correspond to the document in the Application – see Article 5.14 of the GTC, refuses to electronically confirm his consent to a proper handover protocol, could be impaired by alcohol or other drugs, etc.);

5.21.2. The Driver is entitled to withdraw from the Rental Agreement if the Vehicle is not handed over in a condition in accordance with these GTC;

5.21.3. Both the Driver and the Owner are entitled to withdraw from the Rental Agreement if the other party fails to arrive at the place of the agreed handover of the Vehicle without notice or agreement even 30 minutes after the agreed date. The Driver is entitled to withdraw from the Rental Agreement if the Owner fails to unlock the Vehicle even 30 minutes after the agreed date when using the remote handover of the Vehicle.

5.22. Upon withdrawal, the Rental Agreement terminates from the beginning. A person who has withdrawn from the Rental Agreement is entitled to demand compensation for reasonably incurred costs from the other party. The withdrawal will be made through the Application or the customer care center.

5.23. Cancellation of the Rental Agreement The Rental Agreement may also be terminated by cancelling the reservation in the Application (which will result in withdrawal from the Rental Agreement). The booking may be cancelled at any time, for any reason, the provisions of Art. 5.6

The GTC are not affected by this. Cancellation of the rental less than 3 days before its planned implementation is sanctioned according to the List of Contractual Fines

5.24. Prohibition of Leaving the Vehicle to a Third Party The Driver is not entitled to leave the Vehicle for use by a third party, even free of charge. Doing so is a violation of these GTCs.

5.25. Returning the Vehicle to the Owner Until the expiry of the agreed term of the Rental, the Driver is obliged to return the Vehicle to the Owner at a time and place as agreed with the Owner. In the event of personal and remote return of the Vehicle, the inspection of the Vehicle, including confirmation of the handover protocol, shall be carried out again in a manner similar to that specified in Article 5.15 of the GTC (including the obligation to upload at least 12 photographs of the Vehicle in total – 8 photographs of the exterior and 4 photographs of the interior). The Driver is obliged to return the Vehicle in the condition in which it was taken over (i.e. as specified in Article 5.16 of the GTC). If the Driver returns the vehicle later than the specified time, he will be fined according to the List of Contractual Fines.

5.26. Damage to the Vehicle If the Driver does not return the Vehicle in the condition in which he received it, including interior or exterior damage, the Driver is obliged to pay the actual costs necessary for the removal and replacement and/or repair of the damage, unless these are covered by the agreed insurance. This is without prejudice to the Driver's obligation to pay the amount corresponding to the excess under the agreed insurance.

5.27. Lower amount of fuel If the Driver breaches the obligation to return the Vehicle with the appropriate amount of fuel (unless otherwise agreed, then with a full tank), the Driver is obliged to pay a refueling fee, which will be calculated automatically by the Application. If the Driver returns less fuel, he/she may compensate the Owner for the financial difference in cash upon returning the Vehicle. If they do so, they must fill in the Application with the same fuel level as it was at the beginning of the rental. If the Driver returns the vehicle with more fuel, it is up to the agreement between the Driver and the Owner how the financial settlement of this difference will occur.

5.28. Higher mileage used If the Driver consumes more kilometers with the Vehicle than the maximum number specified in the Application, the Driver is obliged to pay for each commenced kilometre exceeding the limit the amount stated in the vehicle profile as the amount for each additional km of driving in excess of the kilometres included in the rental price. The price for renting a car up to and including 29 days includes a daily mileage of 200 km/day, for each additional day over 29 days the daily mileage is 100 km/day. The calculation of above-the-limit kilometers is assessed for the total rental period.

5.29. Liability for traffic offences The Driver acknowledges that he or she is responsible for all offenses and infringements committed by their actions or omissions when using the Vehicle. If he/she commits an offence of which he/she is aware and which is not settled immediately, he/she is obliged to notify the Owner of this no later than upon the return of the Vehicle via the Application and the HoppyGo customer care center via e-mail or by calling the HoppyGo info line.

If it is an offense for which the Driver is responsible, he acknowledges that the Owner is entitled to communicate all the required data about him to the authority that will investigate the offense. The Driver acknowledges that all data required by the administrative authority may be provided by HoppyGo to the Owner at the Owner's request, in the minimum necessary scope of information for a possible settlement of the dispute between the two Contracting Parties.
If it is an offense (administrative offense) for which the Driver is responsible, the Owner is entitled to demand, even through HoppyGo, that the Driver pay the Owner the fine paid and all related costs (as damages), including the costs of third parties. If the costs of dealing with the offense increase due to reasons on the part of the Owner (he does not provide the Driver data to the administrative authority in time, does not pick up the post office, etc.), the Owner is obliged to pay the difference between the original amount of the fine and the final amount required from the Driver in the matter of the offense by the administrative authority.

After returning the Vehicle, the Owner is obliged to ensure that the Vehicle is parked in accordance with legal regulations. The Owner acknowledges that after returning the Vehicle, he/she bears full responsibility for his/her Vehicle.

5.30. Accident or damage to the Vehicle In the event of any traffic accident or other damage to the Vehicle or its theft, the Driver shall immediately notify HoppyGo in the manner described in the document Instructions for the event of a traffic accident, which is available on the HoppyGo website. At the same time, the Driver is obliged to fulfil all obligations arising in such a case from legal regulations, including notification of the incident to the Police of the Czech Republic or another competent Country authority. The driver acknowledges that the existence of insurance does not relieve him of liability for his actions. In the event of damage to or theft of the Vehicle, the Driver is obliged to compensate for the damage consisting in the excess, unless otherwise agreed. The Driver acknowledges that the Vehicle may be

equipped with security features without the Driver being expressly informed (e.g. vehicle tracking system in case of theft, speed monitoring, etc.). The Driver further acknowledges that in the event of a traffic accident or damage to the Vehicle due to non-compliance or violation of traffic rules, HoppyGo is entitled to hand over such evidence, on the basis of which insurance premiums may be reduced, to the insurance company and administrative authorities.

In the event of damage to the Vehicle, which prevents the Driver from continuing the journey, the Driver shall contact HoppyGo and the Owner and agree with the Owner on further action. Without the consent of the Owner, the Driver is not entitled to commence any repair work on the Vehicle.

5.31. Handover of a Vehicle without a Rental Agreement If the Vehicle is handed over by the Owner to the Driver despite the fact that the Rental Agreement has expired (especially in the case of non-payment of the Deposit), this does not constitute the use of the Vehicle on the basis of and in accordance with these GTC or the Rental Agreement. In such a case, the use of the Vehicle is not covered by the insurance taken out by HoppyGo.

6. RIGHTS AND OBLIGATIONS OF THE DRIVER AND THE OWNER

6.1.1. Binding Instructions in the Application The Driver and the Owner are always obliged to follow the instructions and proceed in the manner specified in the Application.

6.1.2. Truthfulness of the data provided The Driver/Owner confirms the veracity of the data provided and the statements made, in particular with regards to the specification of their personal and contact details and the conditions under which the Applicant may become the Driver/Owner. If the Driver's/Owner's personal data changes or is inaccurate, the Driver/Owner respectively is obliged to update them in the Application without delay (to the extent possible) or to inform HoppyGo of this fact immediately by e-mail or telephone.

6.1.3. Administrative fee The Driver/Owner is obliged to pay HoppyGo an administrative fee in the cases and in the amount specified in the List of Contractual Fines annexed to these GTC (usually in cases of breach of the Contract or the Rental Agreement, where the Driver/Owner is obliged to pay a contractual penalty, damages, etc.). The Driver/Owner expressly declares, that it considers the amount of the administrative charge to be reasonable.

Rights and obligations of the Driver

6.2.1. Prohibition of access by third parties The Driver is forbidden to provide or make the Service available to third parties. The Driver may not provide third parties with Access Data or any other access to the User Account and is obliged to take all reasonable measures to keep them confidential. The Driver is fully responsible for the unauthorized use of such Access Data or User Account and for damage caused by HoppyGo, to the owner or third parties. In the event of loss, theft or other violation of the right to use these passwords, the Driver shall immediately inform HoppyGo, which shall change the Access Data.

6.2.2. Legal compliance The Driver is obliged to comply with the valid and effective legal regulations of the Czech Republic and the European Union when using the Service. The Driver is fully liable for damage resulting from the dissemination of data and information through the Service (i.e. in particular for the Owners' assessment made in the Application). The Driver is obliged to compensate HoppyGo, the Owner, or third parties for any damage incurred by HoppyGo, the Owner, or third parties in full.

6.2.3. Contractual penalties All contractual penalties resulting for the Driver from these GTC or from the Contract shall be paid by the Driver to HoppyGo, exclusively by cashless payment. No contractual penalties will be paid directly to the Owner. The Driver acknowledges and agrees that the payment of the contractual penalty will be made automatically, and in accordance with the procedure pursuant to Art. 8.1.1 or these GTC. If this is not possible, HoppyGo shall inform the Driver how to pay the contractual penalty. The payment of the contractual penalty is without prejudice to the right of the injured party to compensation, the provisions of Section 2050 of the Civil Code on the limitation of the amount of the contractual penalty shall not apply. The contracting parties expressly declare that they consider the amount of contractual penalties to be reasonable.

Rights and obligations of the Owner

6.3.1. Authorization of a third party to hand over the Vehicle Handing over the Vehicle to the Driver, as well as taking over the Vehicle from the Driver, the Owner is entitled to entrust a third party if the

latter is able to fully fulfil the obligations of the Owner associated with the handover and takeover of the Vehicle. The Owner's liability for the performance of the Rental Agreement is not affected in any way. If the Vehicle is taken over by a person other than the person who handed it over, the Owner is obliged to inform the Driver of this fact in advance, including the necessary identification of this person so that no doubts arise on the part of the Driver as to which person is entitled to take over the Vehicle.

6.3.2. Notification of failure to return the Vehicle The Owner shall notify HoppyGo of the non-return of the Vehicle without undue delay, no later than within 1 hour of the lapse of the handover time, within the period specified in Article 5.25 of the GTC. In the event of a breach of this obligation, the entitlement to the payment of insurance benefits under the Insurance Contract may be terminated or limited. At the same time, the owner is obliged to report this fact to the Police of the Czech Republic without undue delay and to provide the necessary cooperation in any criminal proceedings.

6.3.3. Legal compliance The Owner acknowledges that in addition to the provisions contained in these GTC, the Contract, and the Rental Agreement, the Owner is also obliged to comply with the obligations stipulated by legal regulations, including public law regulations (e.g. regulations governing tax obligations).

6.3.4. Authorization to issue invoices By concluding the Agreement, the Owner also authorizes HoppyGo to issue and deliver invoices to the Drivers for the Rental Fee on behalf of the Owner under all Rental Agreements concluded between the Owner and individual Lessees. In the event that the Owner has registered information in the Application that he is a VAT (Tax) payer, each relevant invoice will have the requisites of a tax document in accordance with Act No. 235/2004 Coll., on Value Added Tax, as amended. The Owner is entitled to inform in advance through the Application of the invoice/tax document number that HoppyGo is obliged to use for invoicing the relevant Rental under the relevant Rental Agreement. HoppyGo shall not be liable to the Owner arising from tax regulations that arose or could have arisen from false or incomplete information provided by the Owner or incorrect procedure of the Owner.

6.3.5. Insurance Terms and Conditions The Owner is obliged to familiarize himself with the Vehicle Insurance Information available on the HoppyGo website.

7. MARKETING EVENTS

7.1. HoppyGo may announce a marketing campaign for the Owner consisting in the Owner's obligation towards HoppyGo to support Services for consideration of the activities requested by HoppyGo under the conditions set by HoppyGo. The Owner signs up for the marketing event through the Application and this application concludes a contract between the Owner and HoppyGo as amended by the terms and conditions specified in the Application.

7.2. If the Owner fulfils the conditions of the marketing event, he or she is entitled to remuneration in the amount according to the terms of the marketing event, which he is obliged to charge to HoppyGo within the period specified in the terms of the promotion. According to the terms of the marketing event, HoppyGo may condition the provision of such remuneration to the Owner for the marketing activity carried out by the Owner providing a discount from the standard amount of the Rental Fee to Drivers up to the amount of such consideration within the specified period.

8. MAKING PAYMENTS, RIGHTS AND OBLIGATIONS OF HOPPYGO

8.1. Method of Payment HoppyGo and the Owner agree that all payments from the Rental Agreement by the Driver (including contractual penalties or damages) shall be paid to HoppyGo. However, HoppyGo is not the final recipient of all funds received in this way. HoppyGo shall pay the Rent to the Owner without undue delay after the fulfilment of the relevant Rental Agreement, contractual penalties and damages without undue delay after their crediting to HoppyGo's account, the provisions of Article 6.1.3. of the GTC are not affected.

8.1.1. All payments by the Driver arising from these GTC or from the Rental Agreement (including contractual penalties or compensation for damages) shall be made automatically by HoppyGo deducting the relevant amount due from the payment card or payment cards set by the Driver in his/her user profile. In the event that there are insufficient funds on the Driver's account to

make the payment, HoppyGo is entitled to perform this action repeatedly until the due amount is duly paid.

8.2. Entitlement to Commission The Owner and HoppyGo have agreed that the Owner is obliged to pay HoppyGo a Commission for arranging the Service under the Agreement.

8.3. Commission maturity The Commission is payable immediately after payment of the Rent. For the avoidance of doubt, it is stated that the Commission belongs to HoppyGo only if the Rental Agreement is concluded and fulfilled, regardless of the possible method of its termination.

8.4. Verification of compliance with the conditions HoppyGo shall be entitled to require the Driver to submit documents for the purpose of verifying compliance with the conditions under the GTC, especially if reasonable doubts arise that the conditions are not met. HoppyGo is entitled not to provide the Service until successful verification of compliance with the conditions under the GTC is provided.

8.5. Limitation/suspension of the provision of the Service HoppyGo reserves the right to limit or completely stop the provision of the Service, even without prior notice, including disabling access to the entire Application or cancelling the User Account, especially if HoppyGo suspects possible unlawful conduct on the part of the Driver/Owner or a violation of these GTC, or in other cases that otherwise give rise to HoppyGo's right to withdraw from the Agreement.

8.6. Updates to the Application HoppyGo reserves the right to issue updates to the Application. HoppyGo is also entitled to make any modifications or changes to the Application, including its complete disabling of access without compensation, without prior notice.

8.7. Limitation or interruption of the Service HoppyGo is entitled to limit or suspend the provision of the Service for the time necessary due to maintenance or repair of equipment, the Application or other software necessary for the provision of the Service.

8.8. Marketing messages The Application may also include marketing messages promoting products or services of various entities, which the Driver/Owner acknowledges. HoppyGo may inform the Driver/Owner about its new services for the duration of the Contract on the basis of a separately granted consent, which the Driver/Owner is entitled to revoke at any time in accordance with generally binding legal regulations.

8.9. Change of Access Data HoppyGo shall be entitled to change the Access Data to the User Account (Username and Password) for urgent technical or security reasons, even without the consent of the Driver/Owner, in particular provided that this measure is necessary for the proper provision of the Service. HoppyGo shall notify the Driver/Owner of the Access Data (Username and Password) changed in this way without undue delay.

8.10. Authorization upon non-return of the Vehicle HoppyGo shall be entitled to disclose to law enforcement authorities, insurance companies, as well as other entities, if such obligation arises from legal regulations, from a binding decision or if there is a legal interest in such communication, the location data of the Driver obtained from the Application, in the event that the Driver does not return the Vehicle even 1 hour after the agreed return time, if it is clear that the Vehicle will not be returned, as well as if there is a suspicion that a crime has been committed by the Driver.

8.11. Exclusion of liability for damage HoppyGo shall not be liable for damage incurred as a result of a breach of contractual and/or legal obligations by the Driver or the Owner, nor for damage arising if the Vehicle is used in violation of legal regulations and/or conditions for its use (especially if the Vehicle is used outside the specified territory).

8.12. Assignment of rights and obligations HoppyGo is entitled at any time to assign any of its rights or obligations arising from the Contract or these GTC or the entire Contract to a third party without the consent of the Driver/Owner.

8.13. Monitoring of the Application HoppyGo is entitled to use technical means for monitoring the Application so that it can ensure its security and respond to possible attacks. Specific data of Drivers/Owners are not recorded or stored in this way, with the exception of data provided during Registration and in accordance with these GTC.

9. FULFILLMENT OF OBLIGATIONS TOWARDS THE TAX ADMINISTRATOR

9.1. **Reported data The Owner** acknowledges that for the purposes of fulfilling the notification obligation arising from applicable legislation, HoppyGo collects and provides the tax administrator with the following information about the Owner for a known period:

9.1.1 If the Owner is a natural person:

a) Name and surname;
b) Home address;
c) Date of birth;
d) ID number, if assigned;
e) VAT number, if not assigned, then the place of birth of the Owner;
f) Information identifying the bank accounts to which HoppyGo sends to the Payment Owner;
g) The total income of the Possessor realized through the Service for each quarter of the known period;
h) Information on the amounts charged to the Owner by HoppyGo for each quarter of the Reporting Period.

9.1.2 If the Owner is a legal entity:

a) Title;
b) Residence;
c) ID;
d) VAT number;
e) Information identifying bank accounts to which HoppyGo sends to the Payment Owner;
f) The total income of the Possessor realized through the Service for each quarter of the known Period;
g) Information on the amounts charged to the Owner by HoppyGo for each quarter of the Reporting Period.

9.2 **By storing the data specified in Article 9.1 of the GTC**, HoppyGo shall be obliged to store for a period of 10 years from the end of the known period.

9.3 **The Owner** is obliged to fill in all the data according to Article 9.1 of these GTC in his User Account in order to fulfill the obligation to update HoppyGo truthfully and completely in all the data pursuant to Article 9.1 of these GTC and to keep them up to date in accordance with Art. 6.1.2 GTC.

9.4 **Provision of cooperation** The Owner shall be obliged to provide HoppyGo, upon request, with the necessary cooperation to complete the data pursuant to Article 9.1 of the GTC and to remove discrepancies in such data. In case of failure to provide cooperation by the Owner within 10 days of receipt of the call for cooperation by HoppyGo:

1. Send the Owner the 1st reminder to provide cooperation within a reasonable time. If the Owner does not cooperate within this period,
2. providing the Owner a 2nd reminder to provide cooperation,
3. if the Owner does not provide cooperation within 60 days of the first call for cooperation, HoppyGo shall cancel the User Account to the Owner in accordance with Article 3.6.5 of the GTC and make it impossible for the Owner to re-create, at HoppyGo's discretion, the User Account until the moment of providing cooperation.

9.5 **Fee** For each reminder sent to the Owner pursuant to Article 9.4 of the GTC, HoppyGo is entitled to charge the Owner a fee in the amount specified in the List of Verbal Fines**.**

9.6 **Correction of data** After the end of each known period, HoppyGo shall make available to the Owner the data to be notified to the tax administrator and shall allow the Owner to request HoppyGo to correct the data within 5 days of such disclosure . If the Owner does not request the correction of the data within the specified period, it is considered that he agrees with their wording.

9.7 **Tax obligations** The Owner acknowledges that HoppyGo bears no responsibility for the fulfillment of tax obligations by the Owner. The owner confirms that he is aware that he is obliged to fulfill all obligations arising from tax regulations**.**

10. INSURANCE AND LIABILITY

10.1. Car insurance Part of the Service is insurance of each Vehicle, always for the entire duration of the relevant Rental Agreement under which the Vehicle is rental. Insurance under the Insurance Contract is effective from the moment of handover in the Application until the end of the term of the Rental Agreement, with the exception of the possibility to use your own insurance pursuant to Article 10.6 of the GTC.

10.2. The insurance contract includes accident insurance. The scope of insurance is defined in the Insurance Contract or other documents, the current wording of which is listed on the HoppyGo website, the Driver and the Owner are always obliged to familiarize themselves with. Some details of the insurance, including insurance indemnity limits and excess amounts, are stated either in these GTC and/or in the Application. HoppyGo shall make efforts to determine the valuation of the Vehicle for later determination of the insurance premium, through a specialized program designed to identify and value the Vehicles. However, HoppyGo is in no way liable for the amount of insurance indemnity paid out, or for whether the insurance indemnity paid in this way covers all the damage incurred, nor for any refusal to pay the insurance indemnity in its entirety. Both the Driver and the Owner acknowledge that in the event of a breach of these GTC or the fulfilment of any of the exclusions of insurance, the damage is not covered by the Insurance Contract.

10.3. Areas of insurance As a general rule, the insurance contract shall cover at least the following branches of insurance:

10.3.1. accident insurance (including natural damage, theft, or embezzlement);

10.3.2. windshield glass insurance (side, read, and mirror damages not covered);

10.3.3. assistance services.

10.4. Exclusions from insurance A complete list of exclusions from insurance is available in the insurance terms and conditions available on the HoppyGo website. The insurance under the Insurance Contract excludes in particular damage events arising from the use of the Vehicle:

10.4.1. contrary to the purpose stated by the manufacturer;

10.4.2. on race tracks or in any races or competitions, whether official or unofficial;

10.4.3. not in working order;

10.4.4. under the influence of alcohol or other substances;

10.4.5. as a working machine.

10.5. Territorial scope of insurance Insurance under the Insurance Contract, or its individual parts, may have a different territorial scope, with which the Driver is always obliged to familiarize themselves with these local regulations.

10.6. Owner's own insurance The Owner is entitled to use his or her own insurance with different conditions instead of HoppyGo's insurance, which is part of the Service. If the Owner has his own insurance, this information will be displayed in the detail of the Vehicle and in the order summary. Details of the insurance itself can be requested from the Owner or from HoppyGo.

10.7. Accident of a Vehicle with its own insurance In the event of an accident of a Vehicle with its own insurance, the Owner is responsible for the settlement of the insured event.

10.8. HoppyGo withholds the deductible for its own insurance from the Driver for the duration of the Rental Agreement in the amount specified by the Application. In the event of an insured event, HoppyGo guarantees compensation for damage up to the minimum deductible. In the event of an insured event with a higher loss, HoppyGo shall make every effort to recover the remaining part of the damage caused, but it cannot guarantee the maturity period

10.9. Payment of the excess In order to pay the excess from the Driver, the Owner must prove the damage with photographs from the Application and a record of the insured event issued by his insurance company.

10.10. Liability of the Driver For damages caused by the use of a Vehicle that are not covered by insurance under the Rental Agreement, including the agreed excess, the Driver is responsible and is obliged to compensate the injured party.

10.11. Exclusion of liability for incorrectly entered data HoppyGo shall not be liable for any damage caused by the Owner and/or the Driver entering incorrect or false data (e.g. incorrect VIN code) into the Application as part of the Registration or at any time thereafter, or the Owner and/or the Driver

(depending on who had such an obligation under the Application) not uploading such photographs to the Application, from which the occurrence of the damage and its extent at the required moment of handover and acceptance of the Vehicle could be determined with certainty. In the event that it is not possible to prove the occurrence of damage in this way, the Owner and/or the Driver expressly waives the right to compensation for the claimed damage in its entirety. Photographs are the main, and only, evidence for resolving a dispute between the Owner and the Driver.

10.12. Liability of HoppyGo HoppyGo shall be liable for the services provided by the Owner and for the fulfillment of the obligations arising from the Rental Agreement exclusively to the extent stipulated by these GTC.

10.13. Exclusion of liability of HoppyGo HoppyGo is not liable for:

10.13.1. the accuracy, veracity or completeness of the information provided by the Owner or the Driver, unless it was substantiated in a credible manner when providing it (e.g. identity document, vehicle registration card, etc., if such documents were genuine);

10.13.2. the content of information sent by the Driver through the Application or for damages caused by its outages;

10.13.3. services provided by third parties, e.g. internet connection, for their quality, quantity or any consequences, nor for the rights and obligations associated with these services, related, etc;

10.13.4. damage incurred by the Driver on the items pursuant to Article 5.16.5. of the GTC, not even if the Driver and the Lessee agree that the said items will remain in the Vehicle for the duration of the Rental Agreement;

10.13.5. damage caused by force majeure, such as: natural disasters, natural events, war or terrorist events, the effects of physical phenomena or service outages caused by power cuts;

10.13.6. damages resulting from the use of the Application on devices that have been in any way unauthorised or unprofessionally modified or on which illegal software has been installed, or for use on devices with an operating system other than that for which the Application is intended or with different settings than those required by the Application.

10.14. Security of the Application The Driver/Owner acknowledges that although HoppyGo has made every effort to ensure its security during the creation of the Application, communication via the network and the Internet may not be secure and the transmitted data may be attacked or lost. The Driver/Owner acknowledges that when using the Service, or other online services, there are or may be certain applications through which third parties can gain access to the Driver's/Owner's mobile device. HoppyGo shall not be liable for any damages resulting from or otherwise related to such access of third-parties to the Driver's/Owner's device. Only the Driver/Owner is responsible for sufficient security of his/her device against unauthorized attacks.

10.15. Insurer's indemnity from an insured event The insurer is entitled to reduce the insurance indemnity in the following cases:
a) if the insured event occurred due to a breach of the provisions of ZSP,
b) if the insured causes an increase in the insurer's costs, in particular so that it is necessary to re-establish the decisive facts; the insurer is entitled to reduce the indemnity by the amount of such costs,
c) if the policyholder or the insured has knowingly breached the obligations under the terms of the policy, taking into account the impact of this breach on the extent of the insurer's obligation to perform,
d) if, as a result of a breach of the policyholder's obligation to truthfully communicate when arranging or changing insurance, or as a result of the policyholder's failure to report a change in facts to the insurer, which have an impact on the increase in insurance risk, a lower premium has been agreed. The insurer shall reduce the insurance indemnity in proportion to the amount of the premium so agreed to the amount of the premium that should have been agreed. In the event that the insured event occurred due to exceeding the maximum permitted speed, the insurance indemnity is reduced by three times the difference between the achieved speed at the time of the insured event and the maximum permitted speed if the speed was exceeded by more than 10 km/h at the time of the insured event, up to a maximum of 100%.

11. CONSUMER AGREEMENTS

11.1. Applicability of consumer arrangements The provisions of this article of the GTC shall apply if the Driver/Owner is a consumer who concludes a Contract or a Rental Agreement with an entrepreneur outside the scope of his business or outside the independent exercise of his profession.

11.2. Withdrawal from the Contract The consumer has the right to withdraw from the Contract within 14 days from the date of its conclusion, for any reason or without giving any reason. The Consumer acknowledges that if he or she, as the Driver, has confirmed the order for the rental of a Vehicle or if, as the Owner, he or she has confirmed a preliminary interest in renting a Vehicle to the Driver, the contract between him and the Operator is fulfilled and it is no longer possible to withdraw from it. To withdraw from the Contract, you can use the form, the current version of which is available on the HoppyGo website. The withdrawal period shall be deemed to have been observed even if the Consumer has sent HoppyGo a notice that he is withdrawing from the Contract during the withdrawal period. Sample instructions on the Consumer's right to withdraw from the Contract are available on the HoppyGo website.

11.3. Exceptions The provisions of this Article on the possibility of withdrawal from the contract in accordance with Art. 11.2 The GTC cannot be used if:

11.3.1. both contracting parties are entrepreneurs;

11.3.2. both parties are consumers (may occur only in the case of a Rental Agreement).

11.4. Declaration The consumer declares that he is aware of the meaning of all indeterminant to these GTC.

12. DISPUTE RESOLUTION AND GOVERNING LAW

12.1. Amicable dispute resolution All disputes between the parties arising from, or in connection with, the Contract shall be resolved by mutual agreement and without undue delay.

12.2. Courts and CTIA If the parties do not reach a solution under the previous article within thirty days, they may at any time contact the competent general court or the Czech Trade Inspection Authority. The Czech Trade Inspection Authority is entitled to out-of-court settlement of consumer disputes if the consumer is a party to the contract from which the dispute is based. However, the Czech Trade Inspection Authority is not entitled to make a binding decision in the matter. The general courts of the Czech Republic are competent to resolve all disputes in a binding manner. If the Rental is concluded outside of the Czech Republic, a local authority similar to the Czech Trade Inspection Authority can be used, please contract HoppyGo customer care by phone or email for more information on this.

12.3. Role of HoppyGo Any disputes arising between the Owner and the Driver may also be resolved by HoppyGo and may propose to both parties a way of resolving the dispute based on its own assessment. For this purpose, both the Driver and the Owner agree that all data stored in the Application may be used to resolve disputes.

12.4. Governing Law(s) These GTC, the Contract, the Rental Agreement, as well as all related relationships are governed by Czech, Polish, and Slovak laws and in particular by the Civil Code.

13. CHANGES TO THE GTC

13.1. Amendment of the GTC HoppyGo is obliged to inform the Driver/Owner of the change of the GTC via the Application or in another appropriate manner, in principle seven (7) calendar days before the changes take effect. The new version of the GTC will be available in the Application or on the HoppyGo website.

13.2. Rejection of the change of the GTC The Driver/Owner has the right to refuse changes to the GTC within two (2) working days from the first login to the User Account after notification of the change to the GTC and to terminate the Contract for this reason, but no later than by the time the change to the GTC becomes effective. If the Driver/Owner refuses to amend the GTC, they become binding for the Driver/Owner on the date of their effectiveness.

13.3. Appendices to the GTC may be amended in the same way as the GTC themselves.

14. FINAL PROVISIONS

14.1. The current version of the GTC is available on the HoppyGo website and/or in the Application.

14.2. Service of documents Any paper mail sent by one Contracting Party to the other Contracting Party shall be deemed to have been delivered even if the registered mail is addressed to the address of the Contracting Party specified in the Contract and the addressee does not collect the consignment during the storage period (fiction of delivery).

14.3. Delivery of electronic mail Any consignment sent by one Contracting Party to the other Contracting Party in electronic form shall be deemed to have been delivered even if it is addressed to the e-mail address of the Contracting Party specified in the Contract on the 10th day after its dispatch (fiction of delivery).

14.4. Termination of the Contract does not terminate the rights and obligations of the parties to the GTC that must persist until their satisfaction.

14.5. Severability of the provisions If any provision of these GTC or the Contract proves to be invalid, this shall not affect the validity of the Agreement or the GTC as a whole. The Contracting Parties shall negotiate a new provision to replace the existing provision and which will best correspond to the original purpose. This new provision may also be contained directly in the updated amendment(s).

14.6. Application precedence In the event of a discrepancy between the wording of the annexes to these GTC, the GTC and the HoppyGo offer in the Application, the HoppyGo offer in the Application, the arrangements in the annexes and then the GTC shall apply in this order. In the event of a discrepancy between the wording of the GTC and the Insurance Contract, the Insurance Contract shall prevail, even over the offer in the Application and the text of any annexes to the GTC.

14.7. Cooperation of HoppyGo, the Owner and the Driver undertake to provide each other with the mutual cooperation necessary for the proper performance of the Contract and the provision of the Service.

14.8. Exceptions to the application of the Civil Code HoppyGo excludes the application of the provisions of Section 557 of the Civil Code in the case of interpretation of these GTC and/or the Agreement (if the term used allows for different interpretations, it shall be interpreted in doubt to the detriment of the person who first used the term).

14.9. Familiarization with the GTC The Driver and the Owner declare that they have become acquainted with the entire GTC and acknowledge them, which they confirm by concluding the Contract.

14.10. Language versions: These GT&C are available in Czech and English version. In the event of inconsistency or discrepancy between the Czech and English version, the Czech version shall prevail.

14.11.Annexes An integral part of these GTC is the annex of the List of contractual fines - Price list available on the HoppyGo website.

14.12. Validity and effectiveness These GTC are valid from the date of their publication and effective from 01.01.2023. Rentals commenced before the effective date of these GTC are governed by the wording of the GTC valid and effective at the commencement of the Rental.

GTC version: 01/2023